



## City of Cleveland

Frank G. Jackson, Mayor

**Mayor's Office of Capital Projects**  
**Division of Architecture and Site Development**  
**601 Lakeside Avenue, Room 517A**  
Cleveland, Ohio 44114-1015  
216/664-3577 Fax: 216/664-4220  
<http://www.city.cleveland.oh.us/CityofCleveland/Home>

July 29, 2015

Prospective Proposers

**Subject:** Request for Proposals for Professional Engineering/Architectural and Related Services for the Willard Park Garage Improvements for the City of Cleveland Department of Public Works (the "City")

Dear Prospective Proposer:

The City of Cleveland (the "City"), Division of Architecture and Site Development (DASD), through the Director of Mayor's Office of Capital Projects (the "Director"), is soliciting proposals from qualified firms interested in providing professional engineering/architectural and related services for the above subject project. These services are needed to perform a thorough examination of the entire structure, determine the full breadth and scope of water intrusion, and identify the repairs required to return affected building components to a fully serviceable condition, which in some cases, may require replacement.

**A Pre-Proposal Conference will be held at Cleveland Public Auditorium, Room LL08, 500 Lakeside Avenue, Cleveland, OH 44114 on Thursday, August 6, 2015 at 10:30 A.M., Local Time. Proposers are encouraged to attend the conference, although attendance is not mandatory.**

**Interested parties may submit questions pertaining to the enclosed Request for Proposals ("RFP") and the services desired until 12:00 Noon, Local Time, on Wednesday, August 19, 2015.**

**Prospective firms must submit to the City, no later than Friday, August 21, 2015 at 12:00 Noon, Local Time, one (1) original and three (3) complete duplicates of your technical proposal and your fee proposal, in hard copy and an electronic (digital) copy on compact disc. Submit the technical proposal and the fee proposal in separate sealed envelopes, marked appropriately on the outside and, if possible, enclosed in one package.**

No proposals will be accepted after that date and time unless the City extends the deadline by a written addendum. Sealed proposals may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as:

### **"SEALED BID"**

**Request for Proposal for Professional Engineering/Architectural and Related Services for the Willard Park Garage Improvements  
for the City of Cleveland Department of Public Works**

If proposals are hand-delivered, proposals should be addressed as above and taken to Room 517A, Cleveland City Hall, 601 Lakeside Avenue, Cleveland, OH 44114-1015.

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City's best interests. The Director may, at his sole discretion, modify or amend any provision of this notice or the RFP. Should you have any questions or concerns regarding this solicitation please contact me directly.

Thank you.

Christopher Diehl, AIA, LEED GA, Manager

O: 216.664.3577

F: 216.664.4220

E: [cdiehl@city.cleveland.oh.us](mailto:cdiehl@city.cleveland.oh.us)

An Equal Opportunity Employer

Issued: July 29, 2015

**REQUEST FOR PROPOSAL FOR PROFESSIONAL  
ENGINEERING/ARCHITECTURAL AND RELATED SERVICES  
FOR THE  
WILLARD PARK GARAGE IMPROVEMENTS  
for the  
City of Cleveland  
Department of Public Works**

Issuing Office

Mayor's Office of Capital Projects  
Division of Architecture and Site Development  
601 Lakeside Avenue, Room 517A  
Cleveland, Ohio 44114  
216.664.2374



**THE CITY OF CLEVELAND MISSION STATEMENT**

We are committed to improving the quality of life in the City of Cleveland by strengthening our neighborhoods, delivering superior service, embracing the diversity of our citizens, and making Cleveland a desirable, safe city in which to live, work raise a family, shop, study, play and grow old.

**PROPOSALS DUE**

**DATE: August 21, 2015  
12:00 Noon Local Time**

**ALL RESPONSES SHALL BE MARKED AS:**

**"SEALED BID"**

**Request for Proposal for Professional Engineering/Architectural and Related Services  
for the  
Willard Park Garage Improvements  
for the City of Cleveland Department of Public Works**

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## **EXHIBITS:**

EXHIBIT A: NON-COMPETITIVE BID CONTRACT STATEMENT and W-9 FORM

EXHIBIT B: NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

EXHIBIT C: MAYOR'S OFFICE OF EQUAL OPPORTUNITY  
CLEVELAND AREA BUSINESS CODE NOTICE TO BIDDERS & OEO SCHEDULES

EXHIBIT D: SUBCONTRACTOR ADDITION AND SUBSTITUTION POLICY and PROCEDURE

EXHIBIT E: SAMPLE PROFESSIONAL SERVICES AGREEMENT

EXHIBIT F: BUILDING PLANS

EXHIBIT G: AUTHORIZING LEGISLATION

EXHIBIT H: CONSULTANT SELECTION QUESTIONNAIRE

# **REQUEST FOR PROFESSIONAL ENGINEERING/ARCHITECTURAL AND RELATED SERVICES FOR THE WILLARD PARK GARAGE IMPROVEMENTS**

City of Cleveland:

Department of Public Works  
Michael E. Cox, Director

Mayor's Office of Capital Projects  
Matthew L. Spronz, Director

Division of Parking  
Antionette Thompson, Interim Commissioner

Division of Property Management  
Tom Nagel, Commissioner

Division of Architecture and Site Development  
Christopher Diehl, AIA, LEED GA, Manager

Date: July 29, 2015

## **I. HISTORY AND BACKGROUND**

The City of Cleveland, Department of Public Works (the "City"), owns and operates several public parking facilities. The Division of Parking manages the daily operations of these facilities. The Willard Park Garage is a five-story structure, including the Plaza Level, with stair and elevator enclosure structures, attached to the north (rear) side of Cleveland City Hall.

The present structure was built in 1995 at a cost of \$28M to replace the previous garage, originally built in 1973. The present garage has undergone several capital improvement projects, as well as on-going maintenance as resources have permitted. Over the last several years, water has infiltrated the existing structure at numerous locations through various building components. The signs of water damage are present in varying states of deterioration, from cosmetic to potentially hazardous.

In 2012, the Mayor's Office of Capital Projects, Division of Architecture and Site Development (DASD), conducted a cursory analysis of numerous component failures and retained an outside consultant to prepare a cost estimate for the scope of work identified.

On April 13, 2013, the City of Cleveland issued a "Request for Proposal for Architectural/Engineering Assessment and Professional Services" to make a full assessment of the building envelope and determine best and most lasting solutions that, when implemented, will halt deterioration for an extended period of time. Additionally, the City asked for estimates of probable costs and a suggested schedule for repairs, if a phased approach for implementation was followed. AECOM™ (formerly URS Corporation) was selected as the Architect/Engineer for the work. The result is the



AECOM™-authored document: Restoration Assessment Willard Park Garage (“Restoration Assessment”), dated June 13, 2014. The assessment identified recommendations for improvements to the Willard Parking Garage in order to stop the water intrusion and provided corresponding cost estimates. Recommendations were based upon investigations performed as part of the assessment including a site survey (Restoration Assessment Appendix B – Site Survey), the installation of two groundwater monitoring wells (Restoration Assessment Appendix C – Geotechnical Memorandum) and dye tests (Restoration Assessment Appendix D – Dye Testing). This document shall be made available to interested parties upon request.

**The City has allocated \$4,000,000.00 for professional services and all soft and hard (construction) costs for this project.**

Currently, the preliminary budget has been established for the continuation of the restoration project to be used to cover total hard and soft costs, including, but not limited to: forensic investigation assessment, engineering and architectural design services and construction work for remediation of the water intrusion problem.

## **II. INTENT AND PROGRAM**

Primary Focus: Specific identification of direct causes attributable for the water intrusion and best practices for the abatement of water intrusion and the repair of water-damaged building components are the primary focus of this capital improvement project (the “Project”). The Consultant Team shall review project documentation including, but not limited to the AECOM™ Restoration Assessment. The City does not warrant the accuracy of these documents and are to be used by the Consultant Team as a basis for services. The objective of the Consultant Team is to perform a thorough examination of the entire structure, determine the full breadth and scope of water intrusion, and identify the repairs required to return affected building components to a fully serviceable condition, which in some cases, may require replacement.

Water is entering the building from rain and melting snow due to failed expansion joints. However, the suspicion is that other sources of water infiltration exist. The “moat” between City Hall and the Willard Park Garage may be a path of water intrusion. Therefore, it is anticipated that the investigation will require the services of a Forensic Engineering sub-consultant that will assist in determining the location(s) and source(s) of underground water intrusion into the facility.

Action Steps and Ownership of Work Products: Once the investigation, assessment and recommendation document(s) are complete and have been reviewed and evaluated by the City, a course of action will be taken that best fits the needs of the City; and, if funds are available, design and construction of the selected public improvement(s) will commence. It is the City’s desire to continue services with the Consultant Team that develops the Investigation, Assessment and Recommendation Report, but reserves the right to terminate the contract once all deliverables have been received and payment made for professional services rendered. The deliverables will

become the sole property of the City for use or distribution as it sees fit without limitations from the Consultant Team, other than usual disclaimers for reliance of accuracy of use of another person's work product.

Two Phases of Services:

PHASE 1 – FORENSIC INVESTIGATION, ASSESSMENT AND RECOMMENDATIONS: Deliverables shall consist of detailed scientific investigation and assessment, which may include other further testing, such as geotechnical investigation, a written report of the findings, recommendations and possible options, with associated preliminary cost estimates for repair and/or restoration. If a phased approach is proposed to implement repair and/or restoration, a recommended schedule of repair and/or restoration with associated corresponding estimate(s) of probable costs shall be included.

PHASE 2 – BASIC ENGINEERING and/or ARCHITECTURAL SERVICES: Standard Stage I, II and III services (preliminary design, bid document preparation for remediation and/or capital improvement work, and construction administration services, respectively) shall be included in the proposal as Phase 2 of the project. The City reserves the right to terminate the project upon completion of Phase 1 or to proceed with Phase 2 services.

Separate Bid Packages: The Consultant Team shall be responsible to determine the need for separate bid packages that best serve the economic interest of the City and to provide all services should more than one bid package need to be issued during Phase 2 services. The Consultant Team shall include in its fees any additional costs that may be incurred in the event that the City desires to issue several bid packages.

Energy Efficiency, Sustainability and LEED® Certification: All designs for the Willard Park Garage facility shall achieve maximum energy efficiency as per the City's energy study and "green" recommendations, in consultation with the Division of Architecture and Site Development and the Mayor's Office of Sustainability. The scope of work in regard to the Willard Park Garage Improvements project shall be energy-efficient and sustainable, employing "best management practices," the project, however, will not be required to meet any LEED® Certification.

Interaction with City Agencies: The Consultant Team shall consult in detail with the Director of Public Works, and/or his designee, and carefully analyze any information furnished by the Owner concerning the specific requirements of the Project, including but not limited to: design, construction, scheduling, budgetary, or operational requirements, limitations, and objectives. The Division of Parking (DP) of the Department of Public Works and the Division of Architecture and Site Development (DASD) of the Mayor's Office of Capital Projects will coordinate the project and will work closely with the Consultant Team in all phases of the development.

The Willard Park Garage is located within the corporate limits of the City of Cleveland, Ohio and shall meet or exceed all local, state and/or federal standards as applicable to the scope of work. Compliance with these

standards is mandatory by the Consultant Team and any resources needed to gain design compliance shall be borne by the Consultant Team.

#### The City's Rights and Requirements

- A. The Director, at his/her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
- B. The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City's best interest.
- C. Proposal as a Public Record.
- D. Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page - but only that page - of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as "proprietary" or "trade secret" will not protect an entire proposal and is not acceptable.

#### Insurance:

The Successful Proposer, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company(ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

- A. Professional liability insurance with limits of not less than \$200,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.
- B. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.

C. Statutory unemployment insurance protection for all of its employees.

D. Such other insurance coverage(s) as the City may reasonably require.

Site Review: It is the responsibility of the Consultant Team to be fully acquainted with the existing conditions of the project by conducting visual inspections and site visit(s) prior to proposal submission. The building will be open for review by prospective proposers during normal business hours (M – F). Individuals must report to the building office, present a government issued picture I.D. and state the nature of their visit, prior to commencing their review and observations. Permission to access locked areas may be delayed as staff resources to facilitate access may be limited depending on the time of the request. It is advisable to contact the Division of Parking prior to visiting the site should access to restricted areas be desired.

*Disclaimer: The City advises that the Willard Park Garage is safe and fully operational, but may present hazardous conditions due to weather conditions and/or ponding water/ice. Proposers that enter the structure do so at their own risk and are further advised to wear appropriate protective clothing, footwear, eye protection and dust protection, as necessary, to ensure their personal safety. The City shall not assume any liability for personal safety.*

Standard of Care: Professional consulting services for the Project will include the traditional stages of design, including preliminary design, design development, cost estimates and bidding/construction documentation, assistance during bidding, preparing addenda, and attending pre-bid meetings, construction administration, field observation and payment reviews during construction.

The standard of care of the services provided by the Consultant Team shall meet or exceed that level commonly expected of professional architects and engineers that are licensed to practice in the State of Ohio.

Composition of Consultant Team: It is anticipated that involvement by multiple disciplines in varying degrees will be required for this Project including, but not limited to, Forensic Engineers, Civil Engineers, Hydrologists, Geotechnical Engineers, Structural Engineers and Architectural professionals, on-site technicians, waterproofing systems experts, and cost estimators. Testing is anticipated to possibly include thermo-graphic surveys, geo-technical explorations and analysis. The Consultant Team shall be comprised of any other individuals as needed to accomplish the goals and objectives of the Project. The expertise demonstrated by the Consultant Team in parking garage restoration will weigh heavily in the evaluation process.

### **III. SCOPE OF WORK**

Phases of Service: The City seeks to hire an Engineering and/or Architectural Consultant design team, specifically knowledgeable about parking garage design and restoration, to provide the following services:

Phases and Stages: The project shall consist of two (2) phases, Phase 1: Forensic Investigation and Assessment and Phase 2. The scope of services for Phase 2 is divided into three (3) stages of work consisting of Stage I – Preliminary Design; Stage II – Detailed Design; and Stage III – Construction Administration.

The City reserves the right to award a contract for one, two, or any combination of phases and/or stages of work, including Phase 1 only. Furthermore, the City reserves the right to award a contract for all phases of the project, yet terminate the project at any time, upon written notice to the Consultant Team, making payment for all satisfactory services rendered to date of termination.

The following is a brief description of each phase and stage of work.

PHASE 1: FORENSIC INVESTIGATION, ASSESSMENT AND RECOMMENDATIONS

The Consultant Team shall assemble a design team including a “Forensic Engineer” with possible other disciplines, such as civil, hydrology, etc., or a combination of disciplines for the continued water leakage/building envelope failure investigation. For the purposes of this RFP, a “Forensic Engineer” shall be defined as a state-licensed professional with credentials demonstrating specialty experience in investigating the failure of a building envelope, in particular, the intrusion of water; and knowledge and experience of successful method(s) of remediation. The Consultant Team shall follow ASTM E 2128 – Standard Guide for Evaluating Water Leakage of Building Walls guidance and systematic approach for evaluating water intrusion in the structure. Although ASTM E 2128 does not specifically address below-grade structures, the Consultant Team is strongly urged to follow the recommended process methodology, which includes:

- 1.) Review of project documents: The Consultant Team shall be responsible for reviewing the existing information, including, but not limited to, the AECOM™ authored document, Restoration Assessment Willard Park Garage, dated June 13, 2014, including Appendix B – Site Survey, Appendix C – Geotechnical Memorandum documenting groundwater monitoring wells drilled as part of the investigation and Appendix D – Dye Testing documenting the dye tests performed, any available existing structure original construction drawings, etc.

The City of Cleveland will make available to the Consultant Team any existing conditions data, record drawings and related information for the project. However it shall be the responsibility of the Consultant Team to obtain any additional property, topographic and geotechnical surveys necessary for the full and proper execution of this work. The cost for any property, topographic and/or geo-technical surveys shall be borne by the Consultant Team and included in the Fee.

The Consultant Team shall locate critical existing utilities by obtaining drawings from utility companies, and field verifying all information. The cost of the extension of utilities to proposed areas of renovation and/or

new construction may be a major factor in the evaluation of each design option and must be included in all cost estimates.

- 2.) Evaluation of the structural envelope design concept: The evaluation shall be conducted in response to the problem situation and non-performing structure envelope. This may involve several techniques and procedures specifically adapted and applied in a manner to diagnose the specific problem. The Consultant Team, in its evaluation, is anticipated to provide evidentiary conclusions establishing a relationship between the envelope characteristics and/or envelope component(s) and observed leakage/infiltration and resulting damage. The evaluation conclusions and findings must be based on the activities and procedures undertaken and information acquired. The evaluation may include review of the structural materials, products, components, including but not limited to: expansion joints, joint sealing/caulking, traffic coatings, waterproofing systems, drainage systems, flashing, deck and structural repairs, and modifications that may have failed and/or did not perform as intended; or compromised the structure causing water intrusion and damage to property.
- 3.) Determining the structure's service history, including but not limited to, utilizing both existing record drawings and meetings/interviews with City personnel to obtain historical knowledge.
- 4.) Inspection: Inspection techniques and methods may range from visual surveys, close documentation of existing conditions, to destructive openings in the building envelope, intrusive and nonintrusive testing, including fiber optic borescopes, moisture detectors, infrared thermography, etc. It is the responsibility of the investigator to anticipate and advise of the destructive nature of some procedures and plan for strategy for patching, repair or selective reconstruction as necessary.
- 5.) Investigative testing: Field testing performed to verify and extend hypothesis arrived at during the document review and inspection phases of the project using controlled and reproducible procedures. The goals of such investigative testing shall be to recreate leaks, to trace the internal path of a leak, to correlate test results with observed damage, and to verify previously developed hypotheses.
- 6.) Analysis: Notes on the analysis and interpretation of the acquired information should be clear and complete enough to be understood by any other building professional skilled in leakage evaluation.
- 7.) Report preparation: As a deliverable the Consultant Team shall prepare and publish the results in the form of a written scientific report which shall describe and document the conditions under which the evaluation was conducted, the methodology used, the observations and measurements made, scientific data collected, and the findings and conclusions.

In addition to this process and as part of Phase 1, the Consultant Team shall:

- 1.) Review the scientific report and, based upon this report's findings, provide a deliverable written report with recommendation of specific methods, materials and products, which would ensure the correction of the specific deficiencies of the materials, products, structure or components causing the leakage and corresponding associated cost estimates and a conceptual plan for redevelopment of the facility and associated cost estimates. If a phased plan is proposed, the report shall suggest a schedule of repairs and estimates of probable costs, should phasing be implemented.
- 2.) Participate in meetings with City personnel to review the proposed options, develop consensus and final scope of work for Phase 2.
- 3.) After the corrective actions work has been performed in Phase 2, retest the areas of former leakage and as a deliverable, prepare a written scientific report documenting the findings and measuring the success of the corrective actions.

#### PHASE 2:

Phase 2: All related engineering services, or engineering and architectural services as the scope of work developed in Phase 1 and as selected by the City necessitates, for the restoration of the facility, assistance with bid and award of a construction contract and contract administration services.

Phases and Stages: The Phase 2 scope of services is divided into three (3) stages of work consisting of:

Stage I – Preliminary Design

Stage II – Detailed Design

Stage III – Construction Administration.

#### PHASE 2 – STAGE I – PRELIMINARY DESIGN

The Preliminary Design shall address all requirements of the Project and shall include, without limitation, the following:

1. Based upon the final scope of work developed in Phase 1, provide preliminary drawings which illustrate each of the basic components of the Project, including the size, scale, location, dimensions, and character of the structure.
2. Provide preliminary drawings and specifications illustrating and describing the engineering, architectural and structural components of the Project.
3. Provide written description (specifications) in book format of the materials to be incorporated into the Project.
4. Provide any other documents or items required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Project.
5. Provide an updated cost estimate of the proposed scope of work.

The City of Cleveland will make available to the Consultant Team any existing conditions data, drawings, including “as-built”/record drawings and related information it has for the facility.

However it shall be the responsibility of the Consultant Team to obtain any additional property and topographic, geo-technical and other surveys necessary for the full and proper execution of this work. The cost for any property, topographic and/or geo-technical surveys or other surveys shall be borne by the Consultant Team and included in the fee.

The Consultant Team shall locate critical existing utilities by obtaining drawings from utility companies and field verify all information.

The Consultant Team shall present the Preliminary Design to the Director and shall incorporate any changes ordered by the Director in regard to the Preliminary Design or the requirements of the Project.

The Consultant Team shall attend all project meetings with various City departments/divisions and/or public meetings as required and shall represent the Department in presenting design proposals to the Cleveland Landmarks Commission, Cleveland Design Review Committee, the City Planning Commission and any other State of Ohio or municipal agencies necessary to achieve final plan review and approval.

After all review and approval requirements of the Project have been met and any changes ordered by the Director have been incorporated, the Director shall authorize Consultant Team in writing to commence preparing the Detailed Design, or such part thereof, as directed by the Director.

## PHASE 2 – STAGE II – DETAILED DESIGN: CONSTRUCTION DRAWINGS, SPECIFICATIONS, AND BIDDING OF DOCUMENTS

The Detailed Design shall include all Design Documents which shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Project and the rendering of the Project as fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations and obtaining regulatory approvals by all applicable regulatory authorities (City of Cleveland, State of Ohio, U.S. Government) required to render the Project and all its components operational and functionally usable for their intended purpose. All construction documents shall bear the seal of an Architect and/or Engineer currently licensed to practice and provide professional design services in the State of Ohio.

All drawings and contract documents, including schedule of prices and detail specifications, are to be comprehensive and concise in nature and in accordance with all professional practice standards in order to completely and accurately describe the design intent and construction/installation methods of the entire project development.

A full master set of reproducible final design and construction drawings on Mylar (or other approved medium) and in electronic format (“~.pdf” AND “~.dwg” AutoCAD® drawing file format) and (“~.pdf” and Microsoft Word® “~.doc” specifications file format) on compact disc shall be provided to the



Division of Architecture and Site Development for the bid package. Files may be compressed in “~.zip” file format.

Design Review and Permitting: The Consultant Team shall take the lead in obtaining and coordinating the information required by the various agencies and entities from which permits and/or approvals are needed for the project. (Refer to above). The Consultant Team shall also take the lead in applying for, negotiating, and acquiring the necessary permits and approvals. All plan review application fees to city, state and/or federal agencies shall be borne by the Consultant Team and included in the fee. The cost of building permits shall be borne by the Contractor(s).

Bid Documents: The Consultant Team shall assist the City in preparation of bidding forms, the Conditions of the Contract and the form of agreement between the City and all Contractors; in obtaining, tabulating, and analyzing bids; and in all other bidding activities set forth in more detail as included in the Sample Professional Services Agreement (attached as an Exhibit herein).

Bid Evaluation and Contract Award: The Consultant Team shall provide a concise and accurate tabulation of the bids, listing item number, description, contract quantities, unit prices, allowances, and total value of items as soon as possible after the public bid opening. Tabulations shall be provided in electronic form (preferably Microsoft Excel® “~.xls” file format) and formatted for 8-1/2" × 11" paper.

Approvals: The Director and/or his designees shall review and approve, where appropriate, the Detailed Design documents, or any portion thereof. The Consultant Team shall make corrections, modifications and changes as directed by the Director and/or his designees to align with the program and budget of the project. Time spent by the Director and/or his designees on the review of documents furnished by the Consultant Team shall be reasonable and timely in accordance with the level of information being reviewed.

## PHASE 2 – STAGE III– CONSTRUCTION ADMINISTRATION

The Consultant Team shall perform construction administration in accordance with the Sample Professional Services Agreement attached as an Exhibit and as modified for the specific agreement.

Field observation and inspection services during construction shall include a minimum of two (2) site visits (two hours each) per week during construction activity periods, in addition to participation in weekly job meetings. Consultant Team shall be responsible for providing written minutes of all meetings.

The Consultant Team shall be available to assist the City in resolving all post-occupancy claims of deficient work during the one-year warranty/guarantee period.

## **DESIGN SCHEDULE**

The Consultant Team shall submit, within ten (10) calendar days after the award and/or execution of the Contract, a Design Schedule for the performance of Consultant Team's professional services and construction administration, which shall include allowance for reasonable time required for the review and/or approval of all authorities having jurisdiction over the Project.

The Department of Public Works has established a Preliminary Design Schedule in order to meet the desired completion and dedication dates for the proposed improvements, which are as follows:

### **PHASE 1 – FORENSIC INVESTIGATION, ASSESSMENT AND RECOMMENDATIONS (30 days)**

Commencing on September 8, 2015 with completion no later than October 9, 2015.

### **PHASE 2 – STAGE I – PRELIMINARY DESIGN (30 days)**

Commencing on October 12, 2015 with completion no later than November 13, 2015.

### **PHASE 2 – STAGE II – WORKING DRAWINGS, SPECIFICATIONS AND BIDDING OF DOCUMENTS (60 days)**

Commencing on November 16, 2015 with completion no later than January 15, 2016.

### **PHASE 2 – STAGE III – CONSTRUCTION ADMINISTRATION (120 days)**

Commencing on March 14, 2016.

## **IV. PROPOSAL SUBMISSION REQUIREMENTS**

Each Consultant Team wishing to be considered for selection to perform this scope of services shall complete and submit to the Department of Public Works the following items:

A. Non-Competitive Bid Contract Statement, Northern Ireland Fair Employment Practices Disclosure, W-9 Form and Consultant Selection Questionnaire attached as Exhibits.

B. Organization

Include a description of the Consultant Team, including information regarding its primary business, its background and history, its organizational structure, QA/QC program, and the number of employees. This section should contain any additional information about the firm that the firm feels will assist in understanding the qualifications of the firm. It is highly desirable that there be a local component to the Consultant Team to facilitate response time to matters that require on-site reviews.

C. Qualifications of Project Team

Include a list of all key employees to be assigned or employed on the Project by the firm. The resume of each such person shall be attached to the Proposal (limit of 1 page for each). The Proposal shall also identify the person who will be the primary contact and any alternate personnel to be assigned to the project. Only resumes of key employees are to be included in the Proposal and significant effort should focus on highlighting the key employees and their relevant qualifications and past experiences that will be comparable to work as detailed in the RFP. Client references shall be included with telephone numbers and email addresses.

The Consultant shall provide: professional licenses held by any and all members of the Project Team including design/engineering firms; certificates of current professional liability insurance; and any associations to which they hold membership.

#### D. Project Team

Include a list of all proposed sub-consultants, technicians and testing agencies and their roles on the Project as assigned by the Prime Consultant. A one-page resume of each key person shall be attached to the proposal. The proposal shall also identify the person from each sub-consultant who will be the primary contact with the Consultant Team and any alternate personnel to be assigned to the project. Only resumes of key employees are to be included in the proposal and significant effort should focus on highlighting the key employees and their relevant qualifications and past experiences that will be comparable to work as detailed in this RFP. Client references with telephone numbers and email addresses shall be included.

**Expertise in the restoration of parking garages will weigh heavily in the evaluation process.**

#### E. Project Approach and Exclusions:

The Consultant Team shall include a description of their management approach and technical approach for the proposed scope of services. A specific and complete list of proposed deliverables shall also be included.

Provide a separate description of any exclusions to be considered by the City in the performance of the Project by the Proposer, including but not limited to, insurance coverage, scope of services (if different from the requirements described in this RFP), schedule, etc.

#### F. Ability to Perform Scope of Services

At a minimum, demonstrate how the firm meets the following qualifications:

1. A minimum of five (5) years of professional engineering/architectural experience with projects of similar scope of work. Each project reference should include a short description of the scope of work, the engineering and construction budget amount, the timeframe required for completion, and any exceptional successes, or challenges encountered during the project.

2. Experience coordinating with and obtaining required advisory panel approvals, building and other regulatory permits from various City of Cleveland offices.
3. Demonstrated knowledge of sustainable and green design and construction practices, including at least one LEED-accredited professional on the Consultant Team.
4. Demonstrated cost estimating knowledge, in particular, historic renovations, additions and alterations as may be relevant to the Project.

#### G. Capacity to Perform Work

Provide a description of the Consultant Team's capacity to perform work requested by describing the Team's current workload and the availability of the staff to meet required schedules. Describe the methods utilized to track work progress, budgets, and deadlines. Describe any support personnel or technical resources the Consultant Team plans to use to assist in performing the work as required on schedule, and within budget.

#### H. Special Accommodations

The Consultant Team shall provide any other pertinent data, information and other extraordinary circumstances which will clearly demonstrate their unique ability to provide the required design and/or construction services in a manner not detailed previously within this RFP.

**Inclusion of parking garage repair/restoration expertise of the Consultant Team is highly encouraged.**

#### I. Compensation

The contract for professional consulting services specified herein will be based on a lump sum, upset maximum fee that is broken down according to the phases/stages as defined herein. Consultant Team's Fee and Reimbursable Expenses for Phase 1 and Phase 2 shall be as proposed by the Proposer, negotiated and agreed upon with the City.

The Consultant Team's proposal shall indicate the proposed fee for each of the phase/stages of consulting services and include an appropriate amount for reimbursable expenses in each phase/stage. Reimbursable expenses not expended in a previous phase/stage may be carried over to subsequent phases/stages.

The Consultant shall identify all items along with estimated costs for any reimbursable expenses required to complete this project. This shall include, but is not limited to: deliveries, postage, printing, reproduction, geo-technical services, surveys, testing, fees, plan review fees, permits, special inspection fees and any other approved expenses usually associated with this type of project. Reimbursable expenses shall be billed at cost invoiced, without any mark-up. Costs for mileage, travel, parking, tolls, lodging, meals and dues/membership fees to professional

societies/organizations are not eligible for reimbursement and will not be considered. Estimated costs for any reimbursable expense(s) shall be expressed as a separate “Allowance” amount in the Fee proposal. No qualification of the financial offer will be accepted.

The Proposal should indicate the makeup of your proposed fee including hourly rates, direct costs, overhead, profit, and indirect expenses based upon the total estimated hours to be spent.

**In a separate sealed envelope, which is to be attached to the main proposal package, the interested consultant shall submit one (1) original and one (1) digital copy, on compact disc, of the interested consultant’s Professional Services Fee. The envelope shall be marked ‘Professional Services Fee.’ Included in the envelope shall be a separate breakdown of the Consultant Team’s hourly rates based upon discipline(s), classification(s) and staffing, as well as a finite “Allowance” amount for anticipated reimbursable expenses.**

Although your proposed fee is not the deciding factor in the selection of the Consultant, it will be evaluated with other criteria herein and submitted with the proposal.

J. Design Schedule

Provide a schedule indicating a proposed timeline for the performances of all professional services and construction administration as detailed in Section III Scope of Work.

The Engineering Consultant must be prepared to commence work within ten (10) days after the execution of a contract for professional services.

It is the City’s goal to have a Consultant Team under contract by August 31, 2015.

K. The Consultant Team shall submit a Certificate of Insurance form for the limits of professional services (errors and omissions) and general liability coverage as a separate attachment to their Proposal.

L. Compliance Affidavit

*A Non-Competitive Bid Contract Statement for Calendar Year 2015*, is attached as an Exhibit, for use with respect to contracts awarded in 2015. All Consultants submitting proposals for contracts to be awarded on or after January 1, 2015 must initially submit a notarized 2015 affidavit. With subsequent proposals, Consultants may submit a copy of the initial 2015 affidavit with subsequent proposals, so long as a letter stating that the information in the original statement has not changed or something substantially similar. If award of contract extends into 2016, then an updated form shall be required. The *Non-Competitive Bid Contract Statement* is also available at:

[http://www.city.cleveland.oh.us/clnd\\_images/OEO/Non-comp-Bid.pdf](http://www.city.cleveland.oh.us/clnd_images/OEO/Non-comp-Bid.pdf)

**Submit the *Non-Competitive Bid Contract Statement* or Letter, whichever is appropriate, in the separate sealed envelope that contains your fee proposal.**

M. Mayor's Office of Equal Opportunity Cleveland Area Business Code Notice to Bidders & OEO Schedules and Related Requirements

Complete the enclosed Mayor's Office of Equal Opportunity Cleveland Area Business Code Notice to Bidders & OEO Schedules. Consultant must complete and sign each of the Schedules 1 through 4 as per the instructions. If a Schedule is not applicable, it must be marked N.A. and signed.

The Cleveland Area Business Code, Chapter 187 of the Codified Ordinances Cleveland, Ohio, 1976, is incorporated in and made part of this RFP, and any resulting contract by this reference, as fully as if attached. (Refer to attached Exhibit.) This document is also available at:

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/OfficeofEqualOpportunity>

V. **SELECTIONS CRITERIA**

- A. Quality of proposal and specific approach to this project. **(15%)**
- B. Credentials of key personnel, particularly the project manager who will be the lead person on this project, and prior experience and demonstrated ability to perform the scope of work. **(30%)**
- C. Compensation/Fee. **(25%)**
- D. Proposed schedule to complete the work and demonstrated ability to meet proposed schedules and budgets on past projects. **(5%)**
- E. Compliance with the Cleveland Small Business ("CSB") Participation and Evaluation Credits. **(25%)**

In Accordance with the City's goal of increasing the level of CSB participation in City contracts, **the Design Team shall strive to meet the City's goal of 15% CSB participation of the total contract amount. (Refer to Exhibits.)**

**IMPORTANT NOTE: Submissions evaluated as "non-responsive" and/or "not making a good faith effort" will be eliminated from further consideration.**

- 1. CSB, MBE, or FBE Proposals for Personal ("Professional") Services Contracts
  - a. **Definitions:** Unless defined in this paragraph or elsewhere in this solicitation of proposals, the following terms shall have the meaning(s) given them in the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976.
    - 1) "City of Cleveland Small Business" or "CCSB."
    - 2) "Cleveland Area Small Business" or "CSB."
    - 3) "*Cleveland Area Business Code*" or "*CAB Code*."

- 4) "Female Business Enterprise" or "FBE."
  - 5) "Minority Business Enterprise" or "MBE."
  - 6) "Office of Equal Opportunity" or "OEO."
  - 7) "Proposal" means an offer to contract with the City in response to this solicitation of proposals (whether called a "Request for Proposals," "Request for Quotes," or otherwise) for a personal ("professional") services Contract.
  - 8) "Proposer" means a Person submitting a Proposal to the City.
  - 9) "Regional Cleveland Area Small Business" or "RCSB."
- b. **Evaluation Credit:** For the purpose of comparing competing Proposals only, the City's contracting department may apply an Evaluation Credit of five percent (5%) of the total points awarded for a Proposal received from a CSB, MBE, or FBE or from a CSB, MBE, or FBE joint venture. The contracting department shall apply evaluation credit according to the following criteria:
- 1) Where the City has evidence demonstrating past or present discrimination as to participation of MBEs or FBEs in specific types and categories of contracts, a contracting department *may* apply evaluation credit to a Proposal when the Proposer is a type of MBE or FBE, and proposing to participate in a type and category of contract, for which discrimination has been demonstrated. If a contracting department applies evaluation credit to one or more proposals from a MBE or FBE for a contract, it may not apply evaluation credit to any proposal from a CSB under review for award of that contract.
  - 2) If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit, a contracting department *may* apply evaluation credit to the proposal of a CSB when the CSB has its principal office physically located within Cleveland's municipal boundaries (a "CCSB"). If it does, no other proposer shall receive such evaluation credit.
  - 3) If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit and no proposal from a CCSB, a contracting department may apply evaluation credit to the proposal of a CSB having its principal office physically located outside Cleveland's municipal boundaries but within Cuyahoga County's boundaries (a "RCSB").
  - 4) The City may consider a proposer's location as a factor in selecting a proposal for contract award. Proposers with main offices located in the corporate limits of Cleveland, Ohio, first, and Cuyahoga County, second, may receive preferential status at the discretion of the City.

- c. Procedure: The contracting department may use the total points awarded for a proposal after applying evaluation credit to compare competing proposals to determine which to recommend for a contract award. The City may use the evaluation of a proposal determined after applying evaluation credit to approve that proposal for a contract award. The application of evaluation credits shall not alter the amount of a proposal submitted by a proposer or of the contract executed based on the proposal. The City will use only the actual proposal upon which the City and the proposer have agreed for approval and a contract award based on that proposal.

## 2. Proposer's Good-Faith Effort

Each proposer shall make and document its good-faith efforts to meet every CSB, MBE, and FBE goal that applies to the contract for which it is submitting a proposal. The City may consider a proposer's good-faith efforts to meet or exceed CSB, MBE, and/or FBE subcontractor participation goals set by the Director of the Office of Equal Opportunity for the contract in recommending and approving a proposal for contract award.

"Good-faith effort" as used in this solicitation and any resulting contract shall mean and include, without limitation, the proposer's:

- a. Active efforts to obtain participation in the contract from CSBs, MBEs, and/or FBEs equal to or exceeding the specific goal(s) set for the contract;
- b. Completion and submission in association with its proposal, as required, all reports, forms, and documents, including, but not limited to, employment reports, certified payrolls, and other information the Director of the OEO may need to ascertain and verify the specific practical steps the proposer has taken or is taking to meet or exceed the CSB, MBE, and FBE goal(s) for the contract, and the proposer's equal employment practices; and
- c. Attendance at and participation in all required pre-contract award meetings.

The Director of the OEO may determine a proposer's good-faith efforts regarding proposed CSB, MBE, and FBE participation in the contract and its employment practices, as provided under the *Cleveland Area Business Code*, from the proposer's documentation and actions, information obtained from other sources, and monitoring by the OEO, as applicable.

## 3. Incorporation of Cleveland Area Business Code; OEO Notice to Bidders & Schedules

The *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances Cleveland, Ohio, 1976, and the OEO *Notice to Bidders & Schedules* are incorporated in and made part of this solicitation and



any resulting contract, by this reference, as fully as if attached. *Refer to Exhibit B.*

It is the Proposers responsibility to verify that team members are currently registered with the City of Cleveland's Office of Equal Opportunity at the time of submission. Firms not in good standing at the time of submission will not be counted towards meeting the participation goal mentioned previously.

## **VI. OTHER INFORMATION**

### **A. Pre-Proposal Conference**

A pre-proposal conference will be held at the Cleveland Public Auditorium, Room LL08, 500 Lakeside Avenue, Cleveland, Ohio, 44114 on Thursday, August 6, 2015 at 10:30 AM, Local Time. At or before the conference, interested parties may submit or ask questions pertaining to this Request for Proposals ("RFP") and the services desired. For reasons of security, those planning to attend the pre-proposal conference must provide photographic identification in order to enter the facility.

Prospective proposers are encouraged to attend the conference, although attendance is not mandatory.

### **B. Deadline for Questions**

The deadline for any and all questions shall be 12:00 PM Noon, Local Time, on Wednesday, August 19, 2015.

### **C. Proposal Deadline**

**One (1) original and three (3) complete duplicates of your technical proposal and your fee proposal, in hard copy and an electronic (digital) copy on compact disc must be received no later than 12:00 Noon, Local Time, on Friday, August 28, 2015. No proposals will be accepted after that time unless the City extends the deadline by a written addendum.**

Separate, sealed technical and fee proposals may be mailed or delivered to the address below and must be clearly identified on the outside of the envelope(s). Questions and proposals should be directed/addressed to:

Mr. Christopher Diehl, AIA, LEED GA, Manager  
Division of Architecture and Site Development  
601 Lakeside Avenue, Room 517A  
Cleveland, OH 44114-1015  
T: 216.664.3577  
F: 216.664.4220  
E: [cdiehl@city.cleveland.oh.us](mailto:cdiehl@city.cleveland.oh.us)

If hand-delivered, proposals should be addressed as above and delivered to the Division of Architecture and Site Development, located in Cleveland City Hall, 601 Lakeside Avenue, Room 517A, Cleveland, OH 44114-1015.

#### D. Proposal Acceptance

The City reserves the right to accept proposals, in whole or in part, to reject any or all proposals or portions thereof, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the services(s) desired otherwise, and to negotiate separately, as necessary, to serve the best interest of the City of Cleveland. The Director may, at his sole discretion, modify or amend any provision of this notice, or the RFP. Firms whose proposals are not accepted will be notified in writing. The Director of the Department of Public Works, or his designee, will make notification of the award. For this Request for Proposal, the proposal must remain valid for **180 days** after submission.

#### E. Costs Incurred

The City is not liable for any costs incurred by any responding firms before execution of a contract.

#### F. Economy of Preparation

Proposals should be prepared simply and economically in 8-1/2" x 11" format, providing straightforward, concise descriptions and information. Company brochures will not be accepted.

#### G. Agreement and Conflict of Requirements

The successful Consultant Team shall be required to execute an agreement substantially in the form of the Sample Professional Services Contract (Refer to Exhibits) as amended to incorporate the full range of services described in this RFP. Where a conflict arises between the terms and conditions of the RFP and the Consultant Team's Proposal then the terms and conditions of the RFP shall prevail, unless specifically addressed in the Professional Services Contract.

#### H. Mailing List and Notifications:

The following mailing list is NOT exclusive. Qualified firms, not on the list, are encouraged to submit proposals for consideration and/or participate as team members. To assure that all modifications, notices and addenda are received, all interested firms that are included and not included on the list are required to notify Mr. Christopher Diehl, in writing (via e-mail to [cdiehl@city.cleveland.oh.us](mailto:cdiehl@city.cleveland.oh.us)), of their interest in the project. Said modifications, notices and addenda will be issued to those firms that have made their interest known. Firms that fail to confirm their interest risk not receiving important information regarding the project. The City will require the selected Consultant Team to abide by this RFP and any subsequent modifications, notices and addenda.

### **VIII. MAILING LIST – RFP for the Willard Park Garage Improvements Project**

Firm Name	Address	Phone	Email	Contact
AECOM	1375 Euclid Ave Suite 600 Cleveland, OH 44115	216.622.2400	<a href="mailto:marino.curatio@aecom.com">marino.curatio@aecom.com</a>	Marino Curati
Aklog Engineering & Construction Co.	16821 Lomond Boulevard Cleveland, OH 44120	216.849.9539	<a href="mailto:saklog@metcoservices.com">saklog@metcoservices.com</a>	Samson Aklog
ASC Group, Inc. (FBE)	7123 Pearl Road Suite 107 Middleburg Heights, OH 44130	440.845.7590	<a href="mailto:dklinge@ascgroup.net">dklinge@ascgroup.net</a>	David Klinge
Barber & Hoffman, Inc. (CSB/LPE)	2217 E. 9 <sup>th</sup> Street Suite 350 Cleveland, OH 44115	216.875.0100	<a href="mailto:rczaplicki@barberhoffman.com">rczaplicki@barberhoffman.com</a>	Ron Czaplicki
Burgess & Niple	100 West Erie Street Painesville, OH 44077	216.241.9600	<a href="mailto:chuck.zibbel@burgessniple.com">chuck.zibbel@burgessniple.com</a>	Charles Zibbel
CH2M Hill	99191 South Jamaica Street Englewood, CO 80112	720.286.2000	<a href="mailto:hello@ch2m.com">hello@ch2m.com</a>	
Chagrin Valley Engineering, LTD. (CSB/LPE)	22999 Forbes Road Suite B Cleveland, OH 44146	440.439.1999	<a href="mailto:bierut@cvelimited.com">bierut@cvelimited.com</a>	Don Bierut
City Architecture, Inc. (CSB/LPE/SRP)	3636 Euclid Avenue Suite 300 Cleveland, OH 44115	216.881.2444	<a href="mailto:don@cityarch.com">don@cityarch.com</a>	Don Rerko

Firm Name	Address	Phone	Email	Contact
Consulting Engineering, Inc. (CSB/LPE/MBE/SRP)	13477 Prospect Road Suite 101B Strongsville, OH 44149	440.238.9699	<a href="mailto:raychan@consultingengineeringinc.com">raychan@consultingengineeringinc.com</a>	Ray Chan
Cosmos Technologies, Inc. (CSB/LPE/MBE)	850 Euclid Avenue Suite 1120 Cleveland, OH 44114	216.664.1170	<a href="mailto:hudson@cosmostechnologiesinc.com">hudson@cosmostechnologiesinc.com</a>	Holly Hudson
Desman Associates MBE	Terminal Tower, 50 Public Square Suite 626 Cleveland, OH 44113	216.736.7110	<a href="mailto:mrepasky@desman.com">mrepasky@desman.com</a>	Matt Repasky
DLZ Ohio, Inc.	614 W. Superior Avenue Suite 1000 Cleveland, OH 44113	216.771.1090	<a href="mailto:emagoch@dlz.com">emagoch@dlz.com</a>	Elaine Magoch
EDI Building Consultants, Engineering	6300 Rockside Rd. Independence, OH 44131	216.328.8254	<a href="mailto:jmccue@edibc.com">jmccue@edibc.com</a>	James McCue, PE
Fabo Enterprise, Inc. (CSB/LPE/SRP)	419 University Road Cleveland, OH 44113	216.241.6150	<a href="mailto:brian@faboenterprises.com">brian@faboenterprises.com</a>	Brian Fabo
G & T Associates, Inc. (CSB/LPE/MBE)	11925 Pearl Road Suite 401 Strongsville, OH 44136	440.572.0555	<a href="mailto:gtassocoh@aol.com">gtassocoh@aol.com</a>	Chandu Patel
GPD Group	5595 Transportation Blvd., Suite 100 Cleveland, OH 44125	216.518.5544	<a href="mailto:b.mcadams@gpdgroup.com">b.mcadams@gpdgroup.com</a>	Becky McAdams
Graelic, LLC (CSB/LPE)	5455 Broadview Road Parma, OH 44134	216.335.9910	<a href="mailto:cignatz@graelic.com">cignatz@graelic.com</a>	Charles Ignatz

Firm Name	Address	Phone	Email	Contact
H2L1 Engineering, Inc. (CSB/LPE/MBE)	1785 E. 45 <sup>th</sup> Street Cleveland, OH 44103	216.361.2911	<a href="mailto:harjit.alag@H2L1.com">harjit.alag@H2L1.com</a>	Harjit Alag
Herman Gibbons Fodor, Inc. (CSB/LPE)	1939 West 25 <sup>th</sup> Street Suite 300 Cleveland, OH 44113	216.696.3460	<a href="mailto:ahiti@hgfarchitects.com">ahiti@hgfarchitects.com</a>	Anthony Hiti
HWH Architects Engineers Planners Inc.	1300 East 9 <sup>th</sup> Street Suite 900 Cleveland, OH 44114	216.875.4000	<a href="mailto:ta@hwhaep.com">ta@hwhaep.com</a>	Terry Angle
I.A. Lewin, P.E. & Associates (CSB/LPE)	4110 Mayfield Road – Suite B South Euclid, OH 44121	216.291.3131	<a href="mailto:ilewin@lewinandassociates.com">ilewin@lewinandassociates.com</a>	Isaac A. Lewin, P.E.
Lawhon & Associates, Inc. (CSB/FBE)	7650 Chippewa Road Suite 311 Brecksville, OH 44141	440.838.0777	<a href="mailto:tpowell@lawhon-assoc.com">tpowell@lawhon-assoc.com</a>	Tom Powell
KS Associates, Inc. (FBE/LPE)	260 Burns Road Suite 100 Elyria, OH 44035	440.365.4730	<a href="mailto:migginssl@ksassociates.com">migginssl@ksassociates.com</a>	Lynn S. Miggins
Mackey Engineering & Surveying Company (CSB/LPE)	7017 Pearl Road Cleveland, OH 44130	440.886.4500	<a href="mailto:mmackay@mackayeng-surv.com">mmackay@mackayeng-surv.com</a>	Michael Mackay
Metropolitan Architecture Studio, LLC (CSB/FBE/LPE/SRP/SUBE)	2310 Superior Avenue, Suite 240 Cleveland, OH 44114	216.623.0290	<a href="mailto:mhynds@metroarchstudio.com">mhynds@metroarchstudio.com</a>	Michael Hynds

Firm Name	Address	Phone	Email	Contact
Michael Benza & Associates, Inc. (CSB/LPE)	6860 West Snowville Road, Suite 100 Brecksville, OH 44141	440.526.4206	<a href="mailto:srbenza@mbenzaengr.com">srbenza@mbenzaengr.com</a>	Steven Benza
Moody-Nolan, Inc. (MBE)	4415 Euclid Avenue, Suite 100 Cleveland, OH 44103	216.432.0696	<a href="mailto:rtauscher@moodynolan.com">rtauscher@moodynolan.com</a>	Rachel Rauscher
O&S Associates	471 E. Broad Street Suite 910 Columbus, OH 43215	614.469.1988	<a href="mailto:wtpayne@oandsassociates.com">wtpayne@oandsassociates.com</a>	William Payne
OHM Advisors	580 North Fourth Street, Suite 630 Columbus, OH 43215	888.522.6711	<a href="mailto:Meghan.Allsop@ohm-advisors.com">Meghan.Allsop@ohm-advisors.com</a>	Meghan Allsop
Osborn Engineering (CSB/ LPE)	1100 Superior Avenue Suite 300 Cleveland, OH 44114	216.861.2020	<a href="mailto:istull@osborn-eng.com">istull@osborn-eng.com</a>	Jennifer Stull
Pardo Consultants, Inc. (CSB/LPE/MBE/SUBE)	3343 East 139 <sup>th</sup> Street, Cleveland, OH 44117	216.401.2537	<a href="mailto:rpardo@pardoconsultants.com">rpardo@pardoconsultants.com</a>	Ramon Pardo
Precision Engineering & Contracting, Inc. (CSB/LPE/MBE)	31340 Solon Road Suites 25 & 26 Solon, OH 44139	440.349.1204	<a href="mailto:info@precisioneng.us">info@precisioneng.us</a>	Sekhar Narendrula
Pro Geotech, Inc. (CSB/LPE/MBE)	3201 East Royalton Road, Cleveland, OH 44147	440.717.1415	<a href="mailto:wnajjar@progeotech.com">wnajjar@progeotech.com</a>	Walid Najjar
R. Engineering Team, LLC (CSB/LPE/MBE)	3100 East 45 <sup>th</sup> Street, Suite 306 Cleveland, OH 44127	216.361.2500	<a href="mailto:rengineeringteam@gmail.com">rengineeringteam@gmail.com</a>	Tom Roberts, Jr.

Firm Name	Address	Phone	Email	Contact
R.E. Warner & Associates, Inc. (CSB/LPE)	LA Office Plaza II @ LA Centre 25777 Detroit Rd, Suite 200 Westlake, OH 44145	440.835.9400	<a href="mailto:bneff@rewarner.com">bneff@rewarner.com</a>	Brett Neff
Richard L. Bowen Associates, Inc. (CSB/LPE/SUBE)	13000 Shaker Boulevard, Cleveland, OH 44120	216.491.9300	<a href="mailto:arenzi@rbla.com">arenzi@rbla.com</a>	Allan Renzi
Robert P. Madison International, Inc. (CSB/LPE/MBE)	2930 Euclid Avenue Cleveland, OH 44115	216.861.8195	<a href="mailto:rklann@rpmadison.com">rklann@rpmadison.com</a>	Robert Klann
Sandhu & Associates, Inc. (CSB/LPE/MBE)	26031-A Center Ridge Road Westlake, OH 44145	440.892.4470	<a href="mailto:ssandhu@sandhuinc.com">ssandhu@sandhuinc.com</a>	Surjit S. Sandhu
Smith Architects, LLC (CSB/FBE/LPE)	16105 Lorain Avenue Cleveland, OH 44111	216.664.1111	<a href="mailto:bonnies@smitharchitectsllc.com">bonnies@smitharchitectsllc.com</a>	Bonnie E. Smith
Somat Engineering of Ohio, Inc. (CSB/LPE)	1100 Superior Avenue Suite 2020 Cleveland, OH 44114	216.479-0300	<a href="mailto:kleblanc@somateng.com">kleblanc@somateng.com</a>	Kim LeBlanc
Square One Architects	16207 Van Aken Blvd., Suite 203 Shaker Heights, OH 44120	216.791.5600	<a href="mailto:brj@squareonearchitects.com">brj@squareonearchitects.com</a>	Bruce R. Jackson
Steven Hovancsek and Associates, Inc. (CSB/LPE)	Two Merit Drive Richmond Heights, OH 44143	216.731.6255	<a href="mailto:ablackley@hovancsek.com">ablackley@hovancsek.com</a>	Andrew Blackley

Firm Name	Address	Phone	Email	Contact
The Kelly-Buck Company (CSB/LPE)	Fairmont Creamery Building 2306 West 17 <sup>th</sup> Street, Suite 1 Cleveland, OH 44113	216.861.1716	<a href="mailto:mike.lyden@kelly-buck.com">mike.lyden@kelly-buck.com</a>	Mike Lyden
Thorson Baker & Assoc., Inc.	3030 W. Streetsboro Road Richfield, OH 44286	330.659.6688	<a href="mailto:mthorson@thorsonbaker.com">mthorson@thorsonbaker.com</a>	Mike Thorson
Timothy J. Norris & Associates (CSB/LPE)	23823 Lorain Road. Suite 220, North Olmsted, OH 44070	440.979.9800	<a href="mailto:timnorris@tjnorris.com">timnorris@tjnorris.com</a>	Timothy J. Norris, P.E.
Tomsik-Tomsik Architects, Inc.	921 Literary Road Cleveland, OH 44113	216.781.7385	<a href="mailto:tmichael@tomsik.com">tmichael@tomsik.com</a>	Michael Tomsik
Tucker, Young, Jackson, Tull, Inc.	600 Superior Avenue, Suite 1300, Cleveland, OH 44114	216.522.1924	<a href="mailto:etucker@tyjt.com">etucker@tyjt.com</a>	Paul Tucker, P.E.
United International Consultants, Inc. (CSB/LPE/MBE)	304 Mercury Drive, North Royalton, OH 44133	440.237.1230	<a href="mailto:ohiouic@aol.com">ohiouic@aol.com</a>	Faroog Nazir
Van Auken Akins Architects LLC (CSB/FBE/LPE)	1422 Euclid Avenue, Suite 1010, Cleveland, OH 44115	216.241.2220	<a href="mailto:jakins@vaakins.com">jakins@vaakins.com</a>	Jill V. Akins AIA
Walker Parking Consultants	525 Avis Drive Suite 1, Ann Arbor, MI 48108	734.663.1070	<a href="mailto:mike.johnson@walkerparking.com">mike.johnson@walkerparking.com</a>	Michael E. Johnson
Water Resources & Coastal Engineering	1712 Brevier Avenue, Down Cleveland, OH 44113	216.769.5886	<a href="mailto:sschluchter@wrceinc.com">sschluchter@wrceinc.com</a>	Shirley Schluchter



Firm Name	Address	Phone	Email	Contact
Wiss, Janney, Elstner Associates, Inc.	9655 Sweet Valley Drive Suite 3 Cleveland, OH 44125	216.642.2300	<a href="mailto:mchurpek@wje.com">mchurpek@wje.com</a>	Mark Churpak
Ziska Architecture (CSB)	3047 Prospect Avenue Cleveland, OH 44115	216.391.9700	<a href="mailto:rick@ziskaarchitecture.com">rick@ziskaarchitecture.com</a>	Richard Ziska, AIA, LEED AP

OEO Codes:

CSB = Cleveland Small Business

FBE = Female Business Enterprise

LPE = Local Producer Enterprise

MBE = Minority Business Enterprise

SRP = Storefront Renovation Program

SUBE = Sustainable Business Enterprise

# EXHIBITS

EXHIBIT A: NON-COMPETITIVE BID CONTRACT STATEMENT and W-9 FORM

EXHIBIT B: NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE FORM

EXHIBIT C: MAYOR'S OFFICE OF EQUAL OPPORTUNITY  
CLEVELAND AREA BUSINESS CODE NOTICE TO BIDDERS & OEO SCHEDULES

EXHIBIT D: SUBCONTRACTOR ADDITION AND SUBSTITUTION POLICY AND PROCEDURE

EXHIBIT E: SAMPLE PROFESSIONAL SERVICES AGREEMENT (TO BE AMENDED AS  
NECESSARY TO INCORPORATE SPECIFICS OF THE PROJECT)

EXHIBIT F: BUILDING PLANS

EXHIBIT G: AUTHORIZING LEGISLATION (ORD. NO. 246-15)

EXHIBIT H: CONSULTANT SELECTION QUESTIONNAIRE

Exhibit A: Non-Competitive Bid Contract Statement and W-9 Form



Requested By: \_\_\_\_\_  
(Department/Office)

**NON-COMPETITIVE BID CONTRACT  
STATEMENT FOR CALENDAR YEAR 2015  
(ALL DEPARTMENTS/OFFICES)**

This statement, properly executed and containing all required information must be completed. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

Entity Name: \_\_\_\_\_

Entity's Mailing Address: \_\_\_\_\_

**COMPLETE SECTION I, II, OR III BELOW, WHICHEVER IS APPROPRIATE, AND SECTION IV.**

**NOTE:** For purposes of this Statement, the "Mayor" and "Mayor's Committee" means Frank G. Jackson and the Frank G. Jackson For A Better Cleveland Committee, respectively.

**SECTION I. TO BE COMPLETED BY NON-PROFIT CORPORATIONS AND GOVERNMENTAL ENTITIES.**

If you are recognized by the IRS as a non-profit corporation or are a governmental entity, mark the appropriate designation below and proceed to the indicated section(s).

- ☐ NON-PROFIT CORPORATION **GO TO SECTIONS III and IV.**  
☐ GOVERNMENTAL ENTITY **GO TO SECTION IV.**

**SECTION II. TO BE COMPLETED BY INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSHIPS, INCORPORATED PROFESSIONAL ASSOCIATIONS, UNINCORPORATED ASSOCIATIONS, ESTATES AND TRUSTS.**

The above-named entity is a (Please mark appropriate designation):

- |  |  |
|--|--|
| <input type="checkbox"/> SOLE PROPRIETORSHIP                   | <input type="checkbox"/> TRUST         |
| <input type="checkbox"/> INCORPORATED PROFESSIONAL ASSOCIATION | <input type="checkbox"/> ESTATE        |
| <input type="checkbox"/> UNINCORPORATED ASSOCIATION            | <input type="checkbox"/> PARTNERSHIP   |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY             | <input type="checkbox"/> JOINT VENTURE |

For purposes of Section II, a "principal" means an individual, an owner, a partner, a shareholder, a member, an administrator, an executor or trustee connected with the above-named entity, or the spouse of any of them.

**PLEASE READ PARAGRAPHS ( A ) and ( B ) and mark the appropriate paragraph. If paragraph ( B ) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2015 unless Council makes a direct award.**

- ☐ ( A ) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- ☐ ( B ) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00.

**SECTION III. TO BE COMPLETED BY NON- PROFIT AND FOR-PROFIT CORPORATIONS AND BUSINESS TRUSTS.**

☐

NON-PROFIT CORPORATION

☐

FOR-PROFIT CORPORATION

☐

BUSINESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)

For purposes of Section III, a "principal" means an individual or an entity owning more than 20% of the corporation or business trust or the spouse of any such individual.

**PLEASE READ PARAGRAPHS ( A ) ( B ) ( C ) and ( D ) and mark the appropriate paragraph. If paragraph ( C ) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2015 unless Council makes a direct award. If paragraph ( D ) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.**

☐

( A ) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2013 and December 31, 2014.

☐

( B ) NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).

☐

( C ) ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00 individual.

☐

( D ) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

**GO TO SECTION IV.**

**SECTION IV. TO BE COMPLETED BY ALL ENTITIES.**

I do hereby state that I have legal authority to complete this statement on behalf of the above-named entity and to the best of my knowledge and belief the answers herein are true and complete.

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Telephone No. \_\_\_\_\_  
(Area Code)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named \_\_\_\_\_, who acknowledged that (he/she) did sign the foregoing statement and that the same is (his/her) free act deed, personally and as duly authorized representative of \_\_\_\_\_, and the free act and deed of the entity on whose behalf (he/she) signed.

Notary Public \_\_\_\_\_

Date \_\_\_\_\_

**FOR MAYOR'S OFFICE USE ONLY**

☐

ELIGIBLE \_\_\_\_\_

☐

INELIGIBLE \_\_\_\_\_

DATE \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

Exhibit B: Northern Ireland Fair Employment Practices Disclosure Form

## NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: ☐ Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

### CHECK WHICHEVER IS APPLICABLE:

☐ A. ☐ ☐ The undersigned or any controlling shareholder,\* subsidiary, or parent corporation of the undersigned is **NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (if paragraph A. is checked, proceed to the signature line.)

☐ B. ☐ ☐ The undersigned or any controlling shareholder,\* subsidiary, or parent corporation **IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (if paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

☐ C. ☐ ☐ The undersigned and all enterprises identified in paragraph B. are **TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND."** A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

\_\_\_\_\_  
Name of Contractor or Subcontractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

☐ \* "Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

Exhibit C: Mayor's Office of Equal Opportunity – Cleveland Area Business Code, Notice to Bidders & OEO Schedules (Chapter 187 of the Codified Ordinances Cleveland, Ohio, 1976)



**MAYOR'S OFFICE OF EQUAL OPPORTUNITY**

**CLEVELAND AREA BUSINESS CODE**

**NOTICE TO BIDDERS**  
**&**  
**OEO SCHEDULES**

**City of Cleveland**  
**Frank G. Jackson, Mayor**

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**Melissa K. Burrows, Ph.D., Director**  
Office of Equal Opportunity

## **EQUAL OPPORTUNITY CLAUSE**

**(Section 187.22(b) C.O.)**

Each Contract also shall contain the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.
- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code."

**City of Cleveland  
Mayor's Office of Equal Opportunity**

**Cleveland Area Business Code**

**NOTICE TO BIDDERS**

**1. Introduction:**

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976 was enacted to increase the participation of minority-owned business enterprises, female-owned business enterprises, and local small business enterprises in City of Cleveland contracting. The Code also works to ensure that Contractors doing business with the City do not use discriminatory employment practices. Failure to comply with the Cleveland Area Business Code or with representations made on the attached Schedules may result in rejection of part or all of the bid, and/or cancellation of the contract.

**2. Definitions:**

As used in this Notice to Bidders and the attached OEO Schedules, the following words, phrases, and terms shall be defined as set forth below:

- (a) "Bidder" means a Person offering to contract with the City in response to an invitation to bid.
- (b) "Bid Discount" means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons when evaluating the lowest and best bid, or lowest responsible bid. The use of a Bid Discount for bid comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.
- (c) "Business Enterprise" means a firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.
- (d) "City" means the City of Cleveland, Ohio.
- (e) "City of Cleveland Small Business" or "CCSB" means a CSB that has its principal office located physically within the municipal boundaries of the City.
- (f) "Cleveland Area Small Business" or "CSB" means a Business Enterprise certified under division (a) of Section 187.03.
- (g) "Cleveland Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit County, Ohio, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28.
- (h) "Contract" means a binding agreement executed on or after the effective date of this Cleveland Area Business Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax incentive in any form for or in connection with any work, project, or public purpose.
- (i) "Contracting Department" includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the City

enters into a particular Contract.

- (j) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract, including but not limited to CSBs, MBEs and FBEs where applicable, and shall include a party in privity with a Contractor for implementation of a Contract.
- (k) "Director" means the Director of the Office of Equal Opportunity.
- (l) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.
- (m) "Female" includes only a United States citizen or lawful, permanent resident who is a member of the female gender.
- (n) "Female Business Enterprise" or "FBE" means a Business Enterprise owned, operated, and controlled by one or more Females who have 51% ownership. The one or more Females must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of Female ownership. To qualify as a Female Business Enterprise, the Business Enterprise shall be located and doing business in the Cleveland Contracting Market.
- (o) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area also shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.
- (p) "Local Producer" means a Person that:
  - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
  - (2)
    - A. grows food or fabricates goods, whether or not finished, from organic or raw materials;
    - B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;
    - C. supplies goods by performing a Commercially Useful Function; or
    - D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.
- (q) "Local-Food Purchaser" means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.
- (r) "Local Sustainable Business" means a Business Enterprise that:
  - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and



(2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.

- (s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.
- (t) "OEO" means the Office of Equal Opportunity of the City of Cleveland.
- (u) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.
- (v) "Regional Cleveland Area Small Business" or "RCSB" means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.
- (w) "Regulation" or "Regulations" means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.
- (x) "Small Business Enterprise" or "SBE" means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

### **3. Required OEO Schedules:**

The following documents must be completed, signed and submitted as part of the Contractor's bid or proposal for any City of Cleveland contract over \$50,000.00. Failure to submit all OEO Schedules may result in the rejection of a bid.

#### **Schedule 1: PROJECT CONTACT INFORMATION FORM**

Schedule 1, the PROJECT CONTACT INFORMATION FORM, provides the Office of Equal Opportunity with the necessary contact information to conduct its monitoring responsibilities. Each Bidder or Proposer shall complete, sign and submit Schedule 1 and include it with its bid or proposal.

#### **Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION**

Schedule 2, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, identifies all of the subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must complete, sign and submit Schedule 2 and include it with its bid or proposal. Bidders or Proposers shall list all prospective subcontractors, including all CSB, MBE, and/or FBE subcontractors, that will participate on the contract, and all requested contact information. Bidders or Proposers shall include the contract specification item number(s) on which the subcontractor will participate in Part 1, the scope, or supplies/materials that the subcontractor will be responsible for will be documented on Part 2, with the corresponding dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 must be an actual dollar amount, and should not be a range of values or a percentage of the contract.

#### **Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR**

Schedule 3, the STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR, verifies that the

certified CSB, MBE and/or FBE subcontractors listed on Schedule 2 have agreed to work with the Bidder or Proposer on the project, and that the two parties have agreed on general contract terms. Each certified CSB, MBE, and/or FBE listed as a prospective subcontractor on Schedule 2 shall complete, sign and return Schedule 3 to the Bidder or Proposer, and the Bidder or Proposer shall include the completed Schedule 3 with the bid or proposal. Part 1, Part 2 and Part 3 on each Schedule 3 must correspond with Part 1, Part 2 and Part 3, respectively, on Schedule 2 for the appropriate subcontractor.

No CSB, MBE, or FBE participation credit will be considered for a certified CSB, MBE and/or FBE subcontractor listed on Schedule 2 that does not have a corresponding, accurate Schedule 3 included in the bid or proposal.

If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3. Any work re-subcontracted to a non-certified subcontractor will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

#### **Schedule 4: CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION**

Schedule 4, CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION, allows the Bidder or Proposer to document its good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals identified for the project in the bid documents. If a Bidder or Proposer has met or exceeded the subcontracting goals for the project, the Bidder or Proposer shall indicate this in Section A of Schedule 4. If the Bidder or Proposer has not met the subcontracting goals for the project, the Bidder or Proposer will indicate this in Section A of Schedule 4, and complete Section B.

Section B of Schedule 4 allows the Bidder or Proposer to document its efforts to solicit certified subcontractor participation for the project, thereby meeting the good faith effort requirement of the bid. Section B also allows the Bidder or Proposer to attach a written document explaining why subcontracting to the goals included in the bid or proposal documents is impossible or impractical due to the nature of the work, service or product being contracted by the bid or proposal. Contractors are obligated to demonstrate their good faith effort to meet the subcontracting goals for the contract, and failure to do so will result in the rejection of the bid or proposal.

Failure to submit and accurately complete OEO Schedules 1, 2, 3, and 4 may result in the rejection of all or part of the bid or proposal. Submission of incomplete, inaccurate, or inconsistent data in the Schedules may lead to a formal investigation, decertification of the Bidder or Proposer, decertification of the subcontractor, and/or a rejection of all or part of the bid. The City of Cleveland reserves the right to waive any informality or immaterial irregularity, and reserves the right to reject any or all bids.

#### **4. Equal Employment Certification:**

No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

Within 60 days after entering into a Contract, each Contractor shall file a written affirmative action program containing standards and procedures ensuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the contractor's recruitment, selection, and advancement processes.

Each contractor's affirmative action program shall contain the following components:

- (1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor's workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.
- (2) Each affirmative action program shall contain placement goals as follows:
  - (i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a Contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
  - (ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
- (3) Identification of problem areas through analysis of the contractor's employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.
- (4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.
- (5) Internal auditing and reporting systems that monitor and examine the impact the contractor's employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.
- (6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.
- (7) Any additional requirements the Administrator may require through the Regulations or on a case-by-case review of a contractor's proposed affirmative action program.

If, 60 days after entering into a Contract, a contractor has not filed an affirmative action program, has deviated substantially from an approved affirmative action program, or has discriminated against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status, the Office of Equal Opportunity may take immediate enforcement action.

## 5. **CSB Certification:**

Each Bidder, Proposer or subcontractor representing itself as a Cleveland Area Small Business (CSB) in the OEO Schedules shall be certified with the Office of Equal Opportunity as a CSB prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

There are two classifications of CSBs:

**A City of Cleveland Small Business (CCSB)** is a CSB headquartered within the City of Cleveland.

**A Regional Cleveland Small Business (RCSB)** is a CSB headquartered within Cuyahoga County, but not within the City itself.

A business is eligible for certification as a Cleveland Area Small Business (CSB) if it meets the following criteria:

- (1) It is a Small Business Enterprise;
- (2) It has its principal office located physically in Cuyahoga County; and
- (3) Its chief executive officer and highest level managers maintain their offices and perform their managerial functions in the Cleveland Contracting Market.

A business qualifies as a Small Business Enterprise if it meets size requirements of the US Small Business Administration, or separate economic criteria as established by the Director of the Office of Equal Opportunity in the Regulations. You can find the current SBA size standards here: <http://www.sba.gov/content/small-business-size-standards>

## 6. **CSB Contract Participation**

In an effort to promote the participation of Cleveland-area Small Businesses (CSBs) in City contracts, each Contracting Department of the City will use its best efforts to contract with CSB Bidders and Proposers, and Bidders and Proposers that have committed to subcontracting with certified CSBs.

Where other, project-specific goals have not been set in the bid or proposal documents, the standard CSB subcontractor participation goals are:

Construction Contracts:	<b>30% CSB Subcontractor Participation</b>
Professional Services Contracts:	<b>10% CSB Subcontractor Participation</b>
All Other Contracts:	<b>20% CSB Subcontractor Participation</b>

The Contracting Departments may, in consultation with the Director, increase or decrease these participation goals for a particular contract. When the goals are changed, the change will be noted in the bid or proposal documents.

Each Bidder or Proposer shall make a good faith effort to subcontract with certified CSBs in consistent with the goals prescribed in the bid or proposal documents.

## 7. **MBE/FBE Certification:**

Each Bidder, Proposer or subcontractor representing itself as a Minority Business Enterprise (MBE) or Female Business Enterprise (FBE) in the OEO Schedules shall be certified with the Office of Equal Opportunity as an MBE and/or FBE prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

A business is eligible for certification as a Minority Business Enterprise (MBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Minority Persons who have at least 51% ownership;
- (2) The Minority Persons who own the Business Enterprise have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

A business is eligible for certification as a Female Business Enterprise (FBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Females who have at least 51% ownership;
- (2) The Female owners have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

#### **8. MBE and FBE Contract Participation**

The City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs) through its contracting activities, and the City intends to Contract with firms that shares that commitment. Under this policy, each Contracting Department will use its best efforts to promote the participation of MBEs and FBEs as both prime contractors and subcontractors in all City Contracts. In turn, Bidders and Proposers shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Some City contracts will have specific MBE and/or FBE subcontractor participation goals. **These goals will be expressly stated in the Invitation to Bid (ITB) or Request for Proposal (RFP) in each contract where the goals are applicable.** When specific MBE and/or FBE goals are set forth in the ITB or RFP, the Bidder or Proposer shall make a good faith effort to meet them.

When there are specific MBE and/or FBE goals on a City contract, those goals will be considered in lieu of an equivalent portion of the CSB goals for the contract. Please review the bid or proposal documents for the final MBE, FBE and/or CSB subcontracting goals for the project.

#### **9. MBE/FBE Bid Discounts:**

Contracting Departments may apply a Bid Discount of five percent (5%) for bids received from certified MBE and FBE Bidders to remediate past or present discrimination, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination. The CSB/MBE/FBE Registry denotes which MBEs and FBEs are eligible for Bid Discounts.

#### **10. MBE/FBE Evaluation Credits:**

Contracting Departments may apply an Evaluation Credit of five percent (5%) of the total points awarded for proposals received from MBE and FBE Proposers to remediate past or present discrimination, where evidence of contracting disparity has been adequately demonstrated.

#### **11. MBE/FBE Subcontracting Bid Discounts and Additional Retainage:**

Contracting departments may apply a bid discount for bids received for public improvement contracts in the amount of five percent (5%) of the portion of the total amount of the goods, labor, and materials that the bidder represents it will subcontract to one or more MBEs and FBEs, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination.

If a Contracting Department applies the MBE/FBE subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the contract retainage required under Section 185.41 of the Codified Ordinances of the City of Cleveland. Release of this retainage shall be managed under the provisions established in Section 187.05(e) of the Codified Ordinances.

**12. CSB Bid Discounts:**

If a Contracting Department does not apply an MBE or FBE Bid Discount to one or more bids for the award of a Contract, the Contracting Department may apply a Bid Discount in the following amounts for bids received from CSB prime contractors:

A Bid Discount of five percent (5%) for bids received from CCSBs.

A Bid Discount of five percent (5%) for bids received from RCSBs, provided no bids are received from CCSBs.

**13. CSB Evaluation Credits:**

If a Contracting Department *does not apply an MBE or FBE Evaluation Credit* to one or more proposals for the award of a Contract, the Contracting Department may apply Evaluation Credits as follows for proposals received from CSB prime contractors:

(1) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from CCSBs.

(2) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from RCSBs, provided no proposals are received from CCSBs.

**14. CSB Subcontracting Bid Discounts and Additional Retainage:**

Contracting Departments may apply a Bid Discount to bids received for a Public Improvement Contract in the amount of five percent (5%) of the portion of the total amount of labor and materials that the Bidder represents it will subcontract to one or more CSBs. This provision does not apply, however, if a Bid Discount has been applied for MBE or FBE subcontractor participation,

If a Contracting Department applies the CSB subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the retainage required under Section 185.41 of the Codified Ordinances. Release of this retainage shall be managed under the provisions established in Section 187.03(d) of the Codified Ordinances.

**15. LPE and SUBE Certification:**

A Bidder or Proposer may qualify as a Local Producer, a Local-Food Purchaser or a Local Sustainable Business under the Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code, Chapter 187A of the Codified Ordinances of the City of Cleveland. Each Bidder or Proposer representing itself as a Local Producer (LPE), or a Local Sustainable Business (SUBE) shall be certified with the Office of Equal Opportunity prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

**16. LPE and SUBE Bid Discounts:**

The Contracting Department shall apply a Bid Discount in the following amounts for bids received from LPE and/or SUBE prime contractors:

A Bid Discount of two percent (2%) for bids received from LPEs.

A Bid Discount of two percent (2%) for bids received from SUBEs.

**17. LPE and SUBE Evaluation Credits:**

The Contracting Department shall apply an Evaluation Credit in the following amounts for proposals received from LPE and/or SUBE prime contractors:

An Evaluation Credit of two percent (2%) for proposals received from LPEs.

An Evaluation Credit of two percent (2%) for proposals received from SUBEs.

**18. Maximum Annual Subcontracting Program Benefit:**

In an effort to encourage wide participation in the CSB, MBE and FBE subcontracting programs, the City of Cleveland has a policy which may limit the amount of subcontracting credit that a single CSB, MBE and/or FBE subcontractor can provide in a single year. When the CSB, MBE and/or FBE subcontractor has reached this maximum subcontracting dollar value, its participation in future contracts will not be counted towards a Bidder or Proposer's CSB, MBE and/or FBE participation goals.

The Director may apply credit toward the CSB, MBE and/or FBE subcontractor participation goals upon written request of a Bidder or Proposer attesting that no other certified CSBs, MBEs or FBEs are available to perform the work or supply the materials required for the Contract, or in an emergency, or for such other reasons that the Director determines require use of that CSB, MBE or FBE.

Nothing prohibits a Bidder or Proposer from subcontracting to a CSB, MBE or FBE that has reached the cap, or prohibits the CSB, MBE or FBE from performing work or supplying materials under any contract. But that participation will not count towards the Bidder or Proposer's subcontracting goals.

**19. CSB/MBE/FBE Manufacturer and Supplier Participation:**

Under the Cleveland Area Business Code, the entire amount of expenditures to certified CSB, MBE, or FBE manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract. A manufacturer is an enterprise that produces goods from raw materials or adds value by substantially altering them before resale.

Sixty percent (60%) of expenditures to certified CSB, MBE or FBE suppliers that are not manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract, provided that the CSB, MBE or FBE supplier performs a commercially useful function in the supply process. A business enterprise is a supplier performing a commercially useful function in the supply process" when it:

- (1) Assumes the actual and contractual responsibility for furnishing the supplies or materials; and
- (2) Is recognized as a supplier, distributor or reseller by the manufacturer or producer of the contracted supplies and materials; and
- (3) Owns or leases a warehouse, yard, building or other facilities or uses such as means as are customary in the industry for the purpose of maintaining an inventory of or supplying such supplies or materials from which it supplies its customers; and
- (4) Distributes, delivers, and/or services products primarily with its own staff and/or equipment.

If a CSB, MBE or FBE supplier is not a manufacturer and is not performing a commercially useful function in the supply process, the supplier's participation will not be counted towards the CSB, MBE or FBE

participation on the contract.

**20. Joint Ventures:**

Participation of CSBs, MBEs and FBEs in joint ventures is encouraged. To receive credit for CSB, MBE and/or FBE participation in a joint venture, the joint venture must be certified by the Office of Equal Opportunity. The CSB/MBE/FBE Joint Venture Certification Application is available from the Office of Equal Opportunity, and applications for joint venture certification must be received by the Office of Equal Opportunity no later than 10 days prior to the bid opening.

**21. Use of General Contractors as Subcontractors for CSB/ MBE/FBE Prohibited:**

Consistent with the U.S. Bureau of Census Standard Industrial Classifications, the City considers that a "general contractor" assumes responsibility for an entire construction contract, although it may subcontract part or all of the actual work to special trades or other contractors. The City does not consider that certification as a "general contractor" assumes or includes certification for any other trade or work. In order to qualify as a CSB, MBE or FBE Subcontractor, the CSB, MBE or FBE must be certified for the specific type of work indicated on Schedule 1, the Schedule of Subcontractor Participation.

**22. Subcontractor Participation Compliance Monitoring**

Once a contract is awarded through the bid or proposal process, the winning contractor is obligated to use the certified CSB, MBE or FBE subcontractors listed on the OEO Schedules and in the same participation amount indicated in the OEO Schedules. OEO will monitor this subcontractor participation throughout the course of the contract to ensure that the listed subcontractors are performing work on the project, and that they are being properly compensated for that work.

The City of Cleveland uses a web-based contractor certification and contract compliance monitoring system, colloquially known as B2Gnow, to monitor compliance on City contracts. Contractors can access the system at <http://cleveland.diversitycompliance.com>, or through a link on the Office of Equal Opportunity's website at <http://city.cleveland.oh.us/o eo>.

Each month during the contract, the prime contractor (or direct contract-holder with the City) will report payments to ALL subcontractors through the B2Gnow system. This monthly reporting information includes total payment in dollars made to the subcontractor, record of invoices satisfied, record of checks or other payment methods used to satisfy invoices, payment dates, and any additional information required by OEO to verify payment to subcontractors. The prime contractor will enter this payment information into the B2Gnow system, and the subcontractors will verify this payment information in the system.

OEO offers regular training sessions in the use of the B2Gnow system. Please contact OEO at 216-664-4152 to schedule training. Online training options are also available through the B2Gnow system.

Please note that use of the B2Gnow system requires an email account and access to a personal computer with internet connectivity. This requirement applies to both prime contractors and subcontractors. The City will provide for access to a computer and internet connection at Cleveland City Hall, upon appointment, for those contractors who do not otherwise have access to the required technology.

Community Benefit Policies:

- CODIFIED ORDINANCE 123    PREVAILING WAGE
- CODIFIED ORDINANCE 187    CLEVELAND SMALL BUSINESS
- CODIFIED ORDINANCE 187A    LOCAL PRODUCER SUSTAINABLE DEVELOPMENT
- CODIFIED ORDINANCE 188    CLEVELAND RESIDENT EMPLOYMENT LAW
- CODIFIED ORDINANCE 189    LIVING WAGE
- Green Building Standards, Office of Sustainability



Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152.



**City of Cleveland  
Office of Equal Opportunity  
Schedules Checklist**

This checklist will guide you through the Office of Equal Opportunity Schedules that must be completed and submitted as part of your bid or proposal.

**Schedule 1: Project Contact Information Form**

- ☐ Is all requested contact information included?
- ☐ Is the form complete and signed?

**Schedule 2: Schedule of Subcontractor Participation**

- ☐ Did you specify the total dollar amounts for each subcontract?
- ☐ Did you verify that each subcontractor is certified for the type of work to be performed?
- ☐ Is the form complete and signed?

**Schedule 3: Statement of Intent to Perform as a Subcontractor**

- ☐ Did the subcontractor specify the total dollar amount of the subcontract?
- ☐ If applicable, has the re-subcontracting section been completed?
- ☐ Is the form complete and signed by the subcontractor?

**Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification**

- ☐ Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)
- ☐ If you are claiming that subcontracting is not available or practical on this contract, have you provided an explanation on a separate, attached sheet?
- ☐ Is the form complete and signed?

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder/Proposer Representative: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_



**City of Cleveland - Office of Equal Opportunity**  
**SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION**

Project Name:	
Bidder/Proposer Name:	

List ALL PROSPECTIVE SUBCONTRACTORS (Certified and non-certified) that will be participating on this contract. The Bidder or Proposer is responsible for verifying that each CSB, MBE and FBE Subcontractor listed is certified to perform the particular type of work they are expected to perform for the contract.

<b>Subcontractor:</b>	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$

<b>Subcontractor:</b>	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$

The prime contractor **may not substitute subcontractors** between the submission of bids and award of the contract. After the contract is awarded, the prime contractor may not substitute or shift subcontractors without written approval of the Director of OEO. When there are CSB, MBE and/or FBE goals established in the bid specifications, subcontractor substitutions must preserve the original bid participation percentage, unless the Director waives the requirement. The undersigned agrees that if awarded a contract, it will enter into a written agreement with each subcontractor listed above. If the total contract amount increases, the contractor shall use its best efforts to preserve the original CSB, MBE and/or FBE participation percentages for that increased amount.

Authorized Representative:			
Signature:		Date:	



**City of Cleveland - Office of Equal Opportunity**  
**SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION**  
**ADDITIONAL SUBCONTRACTOR FORM**

Project Name:	
Bidder/Proposer Name:	

<b>Subcontractor:</b>	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$
<b>Subcontractor:</b>	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$
<b>Subcontractor:</b>	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$



**City of Cleveland - Office of Equal Opportunity**  
**SCHEDULE 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR**

Subcontractor Name:	
Bidder/Proposer Name:	
Project Name:	

Subcontractor is a: ☐ CSB  
☐ MBE  
☐ FBE

Have you (subcontractor) been notified by the Office of Equal Opportunity that you have met the annual subcontracting participation maximum for this calendar year? ☐ Yes ☐ No

The undersigned prospective subcontractor intends to perform work or furnish supplies/materials in connection with the contract as a (check all that apply):

- ☐ Individual
- ☐ Corporation organized and existing under the laws of the State of \_\_\_\_\_.
- ☐ Proprietorship,
- ☐ Partnership, or
- ☐ Joint Venture consisting of \_\_\_\_\_.

The CSB, MBE or FBE status of the undersigned contractor is confirmed in the Office of Equal Opportunity's registry of certified CSBs, MBEs and FBEs. The contractor is prepared to perform the following work items or parts thereof for the above contract.

Part 1:  SPEC ITEM #s	Part 2:  TYPE OF WORK OR SUPPLIES/MATERIALS	Part 3:  TOTAL SUBCONTRACT AMOUNT IN DOLLARS
		\$

**RE-SUBCONTRACTING**

The undersigned prospective subcontractor will re-subcontract work on this contract:

- ☐ Yes (If Yes, fill out a "Blank" Schedule 2 and indicate the subcontractors being used as 2<sup>nd</sup> Tier subcontractors.)
- ☐ No

The undersigned prospective subcontractor will enter into a written agreement with the Bidder or Proposer for the above work items after the award, but prior to the execution of the contract with the City of Cleveland.

Authorized Subcontractor Representative:			
Signature:		Date:	



**City of Cleveland - Office of Equal Opportunity**  
**SCHEDULE 4: CSB/MBE/FBE SUBCONTRACTOR**  
**UNAVAILABILITY/IMPRACTICALITY CERTIFICATION**

Project Name:	
Bidder/Proposer Name:	

Note: Prime contractors are expected to use good faith efforts in utilizing CSBs, MBEs and FBEs as subcontractors whenever there are CSB, MBE and/or FBE participation goals established in the bid specifications. There may be instances, however, where Prime Contractors will not be able to achieve the prescribed CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in finding and soliciting CSBs, MBEs and FBEs to work on the contract. If the subcontracting goals for this contract are not met, failure to complete this schedule fully and completely may impact the evaluation of this bid or proposal.

**Section A:**

Please check one of the following:

- ☐ 1. Prime Contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation **MEETING OR EXCEEDING** the goals set forth in the bid documents.
- ☐ 2. Prime contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation that **DOES NOT MEET** the goals set forth in the bid documents.

If Box 1 is checked, no further documentation is necessary. Where Box 2 is checked, the Prime Contractor must provide a detailed explanation in Section B.

**Section B:**

If you checked Box 2 on Section A, you must check one of the following:

The Prime Contractor **did not meet** the CSB, MBE and/or FBE subcontractor participation goals for this contract because:

- ☐ 1. The Prime Contractor has made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but was unable to find subcontractors to perform the work for the reasons noted below. **Please use the unavailability letter codes found on the following page.**

CONTACTED CONTRACTOR	PROPOSED WORK/SUPPLIES	REASON FOR UNAVAILABILITY	DATE OF CONTACT	DATE RESPONSE RECEIVED
1.				
2.				
3.				
4.				

- ☐ 2. The Prime Contractor made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but due to the nature of the work, service, or product contracted, additional subcontracting with CSBs, MBEs or FBEs is either impossible or impractical. The Prime Contractor has provided a **detailed explanation** of the nature of the work and the reasons that additional subcontracting is not possible **on a separate attached page.**

Authorized Representative:			
Signature:		Date:	

# Office of Equal Opportunity 2015 Submission Schedule

## Monthly Subcontractor Payment Reports Certified Payroll Reports

All required Office of Equal Opportunity (OEO) monthly reporting shall be submitted via the B2Gnow Contract Compliance Monitoring System ([Cleveland.DiversityCompliance.com](http://Cleveland.DiversityCompliance.com)) and the LCPtracker Certified Payroll Tracking System ([www.LCPtracker.net](http://www.LCPtracker.net) – for Construction Contracts over \$100,000) according to the following schedule:

<u>REPORTING MONTH</u>	<u>DATE DUE</u>
DECEMBER 2014	JANUARY 21, 2015
JANUARY 2015	FEBRUARY 24, 2015
FEBRUARY 2015	MARCH 24, 2015
MARCH 2015	APRIL 21, 2015
APRIL 2015	MAY 21, 2015
MAY 2015	JUNE 23, 2015
JUNE 2015	JULY 21, 2015
JULY 2015	AUGUST 21, 2015
AUGUST 2015	SEPTEMBER 22, 2015
SEPTEMBER 2015	OCTOBER 21, 2015
OCTOBER 2015	NOVEMBER 24, 2015
NOVEMBER 2015	DECEMBER 22, 2015
DECEMBER 2015	JANUARY 21, 2016



## Exhibit D: Subcontractor Addition and Substitution Policy and Procedure



# **Subcontractor Addition and Substitution**

## **Policy and Procedure**

**Mayor Frank G. Jackson**

**EFFECTIVE DATE:** November 1, 2011

Direct Questions to: Commissioner James E. Hardy (216) 664-2629

# **Sub-contractor Addition and Substitution Policy and Procedure**

## **Purpose**

The purpose of this Policy is to state the policies and practices which all City departments should follow to obtain the previous written Board of Control consent required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

## **Policy and Procedure**

Each subcontractor proposed for a City contract, whether for a purchase, public improvement, or professional services, must be approved by the Board of Control (the “BOC”) *prior* to the commencement of work and or services by the subcontractor. Subcontractor approval will be considered by the BOC upon recommendation of the department Director. A subcontractor identified as a certified Cleveland-Area Small Business (“CSB”), a Minority Business Enterprise (“MBE”), or a Female Business Enterprise (“FBE”) (each generically also a “certified sub-contractor”) proposed for a contract, whether as an additional or substitute subcontractor, must also be verified as such by the Office of Equal Opportunity (“OEO”).

***Note:*** The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

Except upon occurrence of an emergency requiring immediate use of a subcontractor to prevent an interruption of public service or endangerment of public health, safety or welfare as declared and determined solely by the Director, the prime contractor is responsible for submitting all required supporting documentation to the contracting department Director, through the designated Project Manager for the contract (the “Project Manager”), if any, no less than 3 (three) weeks in advance of the date the additional or substitute subcontractor is needed on the project, to allow time for internal and BOC approvals without delay or interruption of the project.

***Note:*** The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor’s inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

The contracting department Project Manager, if any, for a particular contract will serve, on behalf of the department Director, as the primary contact for the prime contractor. The contracting department Director is responsible for assessing the completeness and sufficiency of the supporting documentation received from the prime contractor and subcontractor, for timely processing of the documentation through the appropriate internal department review(s) and approval(s) and forwarding to the OEO, if required, for evaluation and approval prior to any placement on the Board of Control agenda and for submitting the appropriate Board of Control resolution for approval.

***Substitution for a Certified Subcontractor.*** A contractor must provide the contracting department director, through the Project Manager, written justification for any proposed substitution for a certified sub-contractor.

When obtaining one or more substitutes for a certified subcontractor, a contractor shall make a good-faith effort to fulfill or exceed its original certified subcontractor utilization commitment or the contract goal(s) for the contract, whichever is greater. (Section 187.13 C.O.) The contractor shall document its good-faith effort by submitting complete, revised OEO Schedules 2 and 3 to the contracting department Director, through the Project Manager, with its request to the City for approval.

***Note :*** The OEO shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

***Federally Funded Projects.*** For projects funded directly or indirectly by the federal government where the contracting department is responsible for monitoring Disadvantaged Business Enterprise ("DBE") participation, the department's monitoring unit shall perform the role otherwise performed by OEO. The supporting documentation for the evaluation and approval of an additional or substitute DBE subcontractor must be forwarded to OEO for information purposes. The department Director shall also submit any necessary supporting documentation with its request for Board of Control approval.

***Monitoring and Enforcement.*** The Project Manager shall, under direction of the department Director, verify that the contractor's subcontractor utilization complies with the Board of Control's subcontractor approval(s) by reviewing the contractor's documentation and by worksite visits. The presence on the Project worksite of any subcontractor not previously approved by the Board of Control shall be immediately reported to the department Director for action.

The Project Manager shall maintain copies of all verification records in the contracting department.

***Penalties for Non-Compliance.*** The Project Manager will document and report any findings of non-compliance with this Policy by a contractor to the contracting

department Director. The department Director will then submit a copy of the findings, and a recommendation for action or no action, to the Director of Law. If non-compliance with Chapter 187 C.O. is found regarding a certified sub-contractor, the department Director must also submit a copy of the findings to the Director of the OEO for determination of sanction(s) or penalty(ies) under that chapter and/or under the contract terms.

Exhibit E: Sample Professional Services Agreement

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF CLEVELAND**  
**AND**

\_\_\_\_\_

This Agreement for professional architectural and engineering services is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2015, between the City of Cleveland ("City"), a municipal corporation of the State of Ohio, through its Director of Capital Projects ("Director"), under the authority of Ordinance No. XXX-XX, passed by City Council on \_\_\_\_\_, and Board of Control Resolution No. XXX-XX, adopted on \_\_\_\_\_, and \_\_\_\_\_ ("Architect"), \_\_\_\_\_ through its duly authorized officer.

RECITALS:

1. The City desires to obtain professional architectural and engineering services required to provide for the rehabilitation and construction of \_\_\_\_\_.
2. Architect has proposed to furnish such professional services.
3. The City finds Architect's proposal acceptable and desires to hire and engage Architect to supplement the staff of the City and furnish the services necessary, in accordance with Architect's proposal and the terms, conditions and provisions contained in this Agreement.

In consideration of the payments and the mutual promises contained in this Agreement, the parties agree as follows:

**SECTION I. EMPLOYMENT AND SERVICES**

**A. General**

As of the date of execution of this Agreement, the City accepts, except as otherwise provided, and Architect agrees to be bound by Architect's proposal dated \_\_\_\_\_ ("Proposal"), attached as Exhibit A, and the City's Request For Proposal dated \_\_\_\_\_, attached as Exhibit B ("RFP"). Exhibits A, and B, are made a part of this Agreement, except as changed or modified by any provisions of this Agreement. A complete copy of the RFP is attached to the original of this Agreement on file in the City's Division of Accounts. A copy of the cover page of the RFP is attached as Exhibit "A-1." In the event of any conflict between the scope of services contained in the Proposal and RFP, the provision of the RFP shall govern. Architect

agrees to perform and is engaged under the terms, conditions and provisions of this Agreement to provide the professional architectural and engineering and other services required in connection with the improvements at the \_\_\_\_\_.

The professional architectural and engineering services to be furnished by Architect shall be divided into the following areas:

- Summary of Needs Study
- Stage I. Preliminary Design
  - Schematic Design Phase Services
  - Design Development Phase Services
- Stage II. Construction Documents
  - Construction Documents Phase Services
  - Bidding & Negotiation Phase Services
- Stage III. Administration of Construction Contract

B. Architect shall furnish services under any or all stages that are usually rendered and set forth for the Architect in the current edition of The AIA Standard Form of Agreement between Owner and Architect (AIA B101-2007), published and issued by the American Institute of Architects and, in addition, shall include such services and duties as are set forth in this Agreement. If there is any conflict between the services furnished under the AIA Standard Form of Agreement between Owner and Architect and those set forth in this Agreement, this Agreement shall control.

C. Architect shall furnish and perform, to the best of its ability, all of the various architectural and engineering services required or necessary to complete the proposed work, including preliminary investigations, study and complete planning for Stage I of the overall project. Architect shall attend all necessary conferences with the City during all stages of the services, and the Director shall be notified in advance by Architect if a conference is called by a party other than the Director and provide written notes to each attendee for all such meetings.

D. Architect shall carry full insurance coverage on drawings, detail specifications and other valuable information against loss by fire, damage, destruction and theft, until the improvement contemplated has been constructed and the corrected original tracings required by the City have been furnished to the City. The cost of such full coverage shall be included in the basic fee set forth in Section II below.

E. All services to be rendered under this Agreement shall be performed under the direct supervision, coordination, and approval of and to such extent and at such times as may be directed by the Director. The Director shall make all final decisions pertaining to composition, design, and selection of materials, equipment, and all other items.

F. The forms to be used and the methods and procedures followed by Architect for the submission of all items required by or pertaining to the services that are to be furnished under this Agreement shall be in accordance with the directions of



the Director.

G. Architect shall periodically visit the site of the work to familiarize itself with the general conditions, limitations, progress, and quality of the site.

H. Architect shall obtain, if necessary, a field survey sufficient to report on existing conditions and to show the location of property boundaries, elevations, utility lines, existing buildings, and such other information as may be needed. All survey work shall be performed by a registered surveyor or registered engineer, as the work requires. All survey work that can be platted shall be drawn to an approved scale in digital prints on medium to heavy weight (preferably acid-free) bond paper. If necessary, soil investigation and boring, layout required for soil exploration, soil-bearing determinations, soil analysis, and structural, mechanical, chemical, and other laboratory tests of materials, inspections, and reports shall also be obtained by Architect from qualified engineers. Architect shall arrange for all such services, subject to the prior approval of the Board of Control, unless the City elects its right, which it expressly reserves, to provide those services apart from this Agreement. Three prints of any survey drawings and three copies of any reports on soil investigations and boring and determinations shall be forwarded to the Director immediately upon their completion. The Architect and its consultants shall provide its services pursuant to the Agreement in accordance with current, accepted professional standards appropriate for the size, complexity, schedule and other characteristics of the Project in the jurisdiction where the project is located. ("Standard of Care")

## **SUMMARY OF NEEDS STUDY**

A Summary Needs Study is the systematic process for determining and addressing the requirements, goals and the constraints for this project. A vital part of the pre-design planning process, it will consist of the following items:

- Programming
  - \_\_\_\_\_ design consultant programming service
  - Basic Architectural and Site Design programming service
- \_\_\_\_\_ design services
- Geotechnical review
- Site Survey
- Environmental Ground Penetrating Radar
- Civil Services
- The Architect shall host a Project Kick-off Workshop to establish project Goals and Aspirations with the key project stakeholders (list of which are to be pre-approved by the Director).
- The Architect shall host a LEED® Kick-Off Workshop (w/ all design & engineering disciplines and decision makers to set project goals for sustainability)

- LEED® Review and recommendations for achieving minimum target of LEED Silver; supported by LEED® Checklist
- Project Schedule

## **I. Stage I. Preliminary Design**

1. The Preliminary Drawings and Estimates of Costs and other Stage I services shall be performed by Architect under the direction and with the approval of the Director. Such services shall include: Schematic Design Phase Services & Design Development Phase Services.

2. A site plan showing the survey and soil borings information called for in Paragraph "H" above, including pertinent parts of existing buildings or structures to which the new work will be attached or connected, and other documents to fix and describe the size and character of the entire project as to structure, materials, and other essentials as appropriate.

3. Schematic Design Services shall include Concept Sketch, Concept Design and Final Schematic Design Services.

4. Concept Sketch: based upon the outcome of the two Workshops held in the Summary of Needs Study, the Architect shall prepare and present three (3) alternative Conceptual Sketches of the site and architectural design for the Director's approval. These documents shall consist of rough, diagrammatic drawings, photos of architectural/program precedents and other supporting materials to suggest different methods of approaching the design while meeting project requirements.

5. Concept Design: based upon the Director's selection of a Conceptual Sketch direction, the Architect shall prepare and present three (3) alternative Conceptual Design solutions of the project for the Director's approval. These documents, in a more refined manner than the previous "Sketches", shall describe alternative methods of achieving the vision established from the selected Concept Sketch as well as illustrate the scale and relationship of the Project components.

6. Final Schematic Design: based upon the Director's selection of a Final Conceptual Design, the Architect shall prepare and present Final Schematic Design Documents for the Director's approval. The Final Schematic Design Documents shall consist of drawings and other documents including a site plan and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

7. The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based upon program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

8. The Architect shall submit to the Director an estimate of the Cost of the Work for this phase.

9. The Architect shall submit the Final Schematic Design Documents to the Director, and request the Director's approval.

10. Based upon the Director's approval of the Final Schematic Design Documents, and on the Director's authorization of any adjustments in the Project requirements and the budget for the cost of Work, the Architect shall prepare Design Development Documents (defined herein as all documents prepared as part of Stage 1) for the Director's approval.

11. The Design Development Documents shall also show all elevations and sections, with sufficient dimensions of the work and its various parts. The scale of such drawings shall be the same scale as the original drawings or as otherwise agreed to by the Director.

12. Architect shall prepare and submit to the City a reasonably accurate Preliminary Estimate of Costs, based on costs of comparable work in this area and sufficient for use in developing project funds from governmental agencies. This cost estimate shall also be broken down according to the major trades and classes of work.

13. Architect shall prepare an outline specification describing in general the type of construction and materials and other pertinent information.

14. During the development of such Design Development Documents, Detail specifications and Preliminary Estimate of Costs, Architect shall confer as necessary and as required with the Director and members of his staff and any other officials of the City as the Director may direct in order that the intent and requirements of the City in regard to the improvement and its scope are met as nearly as practicable.

15. After obtaining approvals of the Design Development Documents and such other data or documents as may be necessary or required from the City Design Review Committee, the City Planning Commission and the Director, the Architect shall furnish five prints of the Design Development Documents and five copies of the Estimates of Costs and Detail Specifications to the Director.

16. The Design Development Documents, Estimates of Costs and Detail Specifications, as approved, shall be control documents for the Construction Drawings, Detail Specifications and other documents required to obtain bids and to form the basis of contract proposals for the actual construction of the project.

17. The City will not consider the Services to be rendered under Stage I as completed until all approvals required by the City at this Stage have been obtained, including that of the Director and until the five required prints and copies of required information have been filed with the Director.

## **J. Stage II. Construction Documents**

1. Architect shall prepare the Construction Documents called for in this Section J. as Stage II services from the approved Preliminary Drawings, for approval by the City, and shall set forth in customary detail consistent with best practices the requirements for the construction of the entire project including the necessary bidding information. Architect shall assist the City in the preparation of bidding forms, the Conditions of the Contract and the form of agreement between the City and the Contractor, in obtaining, tabulating and analyzing bids and in processing and filing all forms and documents required for all approvals of any governmental authorities having jurisdiction over the project or providing funding for the project. Architect shall advise the City of any adjustments to previous Estimates of Costs indicated by changes in requirements or general market conditions. All such services shall be performed under the direction and with the approval of the Director. All drawings shall be in digital prints on medium to heavy weight (preferably acid-free) bond paper or other approved medium, and the construction drawings shall be on a scale as required for the project. The Owner and the Architect and its consultants acknowledge that in order to construct the project the Contractor will provide additional information, including shop drawings, product data, samples and other similar submittals.

2. The Construction Drawings shall include a comprehensive site plan showing the information called for under Stage I and other drawings showing necessary dimensions to provide a full development of the Preliminary Drawings, including materials and plans for all elevations, longitudinal and transverse sections, and drawings for structure and electrical work. The drawings shall also show and make provisions appropriate for distribution, outlets and connections for utilities for the construction area as may be required for the project. The Owner and the Architect and its consultants acknowledge that in order to construct the Project the Contractor will provide additional information, including shop drawings, product data, samples and other similar submittals.

3. Architect shall prepare electronic and printed copies of the Detail Specifications for incorporation in a bidding document with certain forms of Instructions to Bidders, General Conditions, Supplemental General Conditions, bond, affidavit and form of proposal, copies of which the City will furnish to Architect, and other pertinent bid documents.

4. All such drawings and detail specifications shall be prepared and made in conformance with its Standard of Care in an effort to comply with the then existing provisions of all applicable codes and other requirements of the various bureaus and other bodies having jurisdiction.

5. From time to time and as the Director may require during the period of Stage II services, Architect shall submit prints of drawings, detail specifications and other contract documents and data for review and approval by the Director and the Department of Law.

6. When the Construction Drawings, Detail Specifications, and other Bidding Documents have been approved by the Director and the form and contents of the contract documents have been approved by the Department of Law, Architect shall furnish 30 sets of them, as approved, to the Director for bidding and other purposes. Drawings shall be bound in sets. Detail specifications and other bidding documents shall be bound in an appropriate cover. All construction documents shall bear the seal of an Architect and/or Engineer currently licensed to practice and provide professional design services in the State of Ohio.

7. The City will not consider the services to be rendered under Stage II as completed until the Construction Drawings, Detail Specifications and other bidding documents have been formally approved by the Director, the Department of Law and any other City official whose approval is required and until the City has received the 30 sets of Construction Drawings, Detail Specifications, Final Cost Estimate and other bidding documents.

8. Approval of drawings and detail specifications by the Director or any other official or department of the City shall constitute only acknowledgment of conformance of said drawings and detail specifications with the applicable codes and requirements of the official or department of the City concerned, but shall not relieve or excuse Architect from responsibility for any errors, omissions or conflicts in drawings and detail specifications, and no fee or compensation will be paid to Architect for the cost of rectification of any work required on account of such errors or omissions.

**K. Stage III. Administration of Construction Contract**

1. During construction of the work, Architect shall render professional architectural and engineering consultation and advisory services in administration of the construction contract, acting as representative of the City, under the direction of the Director. When the Director and Architect, or their authorized representatives, are both present on the job site, all questions regarding the construction work or the construction contract shall be taken up by Architect or his representative with the Director. Architect may stop the construction work whenever the Director instructs the Architect that such stoppage is necessary to insure the proper performance of the construction contract. Architect, with the approval of the Director, may order the removal and replacement of work failing to meet the requirements of the construction contract. Architect's final instructions or decisions relating to the quality of workmanship and the strength, durability of materials, general appearance, and general progress shall all be subject to the approval of the Director. Architect shall make written recommendations to the Director with respect to all claims and other matters pertaining to the execution and progress of the construction work and the interpretation of the contract documents. The Director shall make all the final decisions on all such matters.

2. Architect shall, in administration of the construction contract, observe and inspect the work periodically, as required and as directed, but at least at

weekly during regular working hours and at other times more frequently as necessitated by type and nature of scope of work being performed and when work is actively being performed at each site where work is being performed. Architect shall, at all times, have access to the work whenever it is in preparation or progress. The City agrees that Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the Architect be responsible for any contractor's failure to perform the work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the general contractor or of any other persons or entities performing portions of the work.

3. The Architect shall visit the site at intervals appropriate to the stage of construction and to become familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the contract documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, unless specifically required by the Director. On the basis of the site visits, the Architect shall keep the Director informed about the progress and quality of the portion of the Work completed, and report to the Director (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Particularly, Architect shall:

a. Cause its sub-consultants, if any, to periodically visit the site of the improvement to inspect and report on the adequacy and correctness of the portion of the work designed and specified by said sub-consultants;

b. Review, check, approve for conformance with the design concept of the project and process all shop drawings submitted by the contractors for the project, review and evaluate changes to the contract, and perform such other professional services that may be normally required during the construction phase of the project; and

c. Keep records of accounts with contractors and review the contractors' applications for payments, review monthly estimates for payment while construction work is being carried on, certify the correctness of such estimates which, when properly certified, shall be transmitted to the Director not later than the 10th of the month following that in which the work covered in the estimate was performed, prepare and certify, during and at the end of the period of guarantee, any estimates due the construction contractors. During the period of guarantee, Architect shall furnish such services as may be required to see that the guarantee provisions are carried out by the construction contractors.

4. Architect shall provide, if in the opinion of the Director the job so requires, qualified full-time resident architectural services in the field for continuous

daily administration and inspection of the project, as distinguished from the services to be provided under subparagraph 2 above. The City shall compensate Architect for the costs incurred for any such services at the rates set forth in Section II. All such additional personnel shall be acceptable to the City and Architect and shall work under the direction of Architect.

5. During the progress of the work, Architect shall furnish the Director with written reports as necessary, but at least monthly, of the progress and quality of the work and of any other information required by him. Architect shall also cooperate with the Director in preparing and checking any other information and data required by the construction work.

6. Based on observations at the site and on the Contractor's Applications for Payment, Architect shall determine the amount owing to the Contractor and shall issue to the Director for approval Certificates for Payment. The issuance of a Certificate for Payment shall constitute a representation by Architect to the City, based on Architect's observations at the site and on the data comprising the application for payment, that the work has progressed to the point indicated; that to the best of Architect's knowledge, information and belief, the constructed work is in accordance with the Contract Documents subject to the following: an evaluation of the Work as a functioning whole upon Final Completion; the results of any subsequent tests required by the Contract Documents; minor deviation from the Contract Documents correctable prior to completion; and any specific qualifications stated in the Certificate for Payment; and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the money paid on account of the Contract Sum.

7. Architect, together with the Director, shall conduct inspections to determine the Date of Final Completion, shall receive written guarantees, if required, and related documents assembled by the Contractor, and shall issue a Final Certificate of Payment.

8. When the construction work has been completed, Architect shall correct the approved construction drawings to conform to the "record" conditions and submit such corrected original drawings, drawn on Mylar or other appropriate medium, to the Director to become the property of the City. Digital copies of all documents required under this Agreement shall be provided to the City in AutoCAD<sup>®</sup> drawing (~.dwg file format) and Microsoft Word<sup>®</sup> document (~.docx file format), respectively on one (1) compact disc. It is understood "record" drawings or "as built" plans consist of the Construction Document drawings modified to reflect the "as-built" condition. The Contractor is responsible for recording as-built information to the Contract Documents. The City (Owner) understands and acknowledges that the Architect is not in a position to evaluate or verify the accuracy or completeness of information which will be furnished to the Architect by other parties and required to be incorporated into the record drawings. Accordingly the Architect is entitled to rely on the accuracy of the as-built information provided by the contractor and shall not be responsible for any

inaccuracies, errors, omissions, ambiguities, or conflicts which may be introduced to the record drawings as a result of the Architect's reliance on such information.

## 9. Record Documents

The Architect is responsible to establish an outline of Record Documents at the beginning (i.e. within 60 days after the Notice To Proceed) of the construction period and for submitting it to the Director for acceptance.

Director's acceptance does not preclude additional record documents being required by the Director.

As a minimum, Record Documents specifically include Drawings, Specifications and Addendum that incorporate the Contractor(s) As-Built conditions.

The Architect transmits a copy of an electronic file of Drawings and Specifications as part of the Record Documents required by the Director. The format is defined by the Contracting Authority as part of the Architect's agreement.

The Architect must revise the original contract Drawing tracings or computer files as required by the Architect's Agreement for Professional Design Service with the information contained on the As-Built Drawings provided by the Contractor. The revised original contract drawing tracings or computer files must be labeled "Record Drawings" and show the date of the Architect's revision. The Architect will deliver the Record Drawings to the Director in the number and format required by the Agreement for Professional Design Services. The Architect will also deliver to the Director the As-Built Drawings used in the preparation of the Record Drawings.

The Director may thereafter use the Record Documents for any purpose relating to the Project including, completion of, or renovation of, or additions to the Project.

10. The City shall not consider the services to be furnished by Architect under Stage III as completed until: a). all parts of the improvement, as constructed, have been certified as having been constructed and built in accordance with Codes and other applicable provisions as required by the various departments, bureaus and other governmental agencies having jurisdiction or interest; b). such certificates are in the hands of the Director; c). the estimate for the last payment to the Contractor, or contractors, has been certified and transmitted to the Director; and d). the corrected original documents required by the City as called for in paragraphs 8 and 9 above have been turned over to the Director.

## SECTION II. PAYMENTS TO ARCHITECT

A. The total amount to be paid for the required architectural and engineering and other professional services, including any site, structural, mechanical, and other work to be performed under this Agreement shall not exceed \_\_\_\_\_ Dollars (\$XXXXX.XX). The total fee shall consist of



payments for each Phase and Stage of the services, not to exceed the following:

Summary of Needs Study	\$ XXXXX.00
Stage I.	\$ XXXXX.00
Stage II.	\$ XXXXX.00
Stage III.	\$ XXXXX.00
Reimbursable Expense Allowance	\$ XXXXX.00

B. If bids for construction of the project, based on approved Construction Drawings, Detail Specifications and bidding documents are obtained and a construction contract is not awarded, the fee for the services performed under Stage I and Phase II shall in no event exceed the amount set forth for Stage I and Phase II in Paragraph A above.

C. If the City, for any good reason, terminates this Agreement under the provisions contained in this Agreement, Architect shall be paid for the proportion of its services rendered up to the time of termination. At the request of the City, Architect shall furnish, at the actual cost of their reproduction, copies of all parts of plans or detail specifications, or both, worked on up to the time of termination.

D. The City shall pay Architect monthly after receipt the Director of a verified statement itemizing the services performed during the previous month. Before payment of the statement, the Director shall approve it as to the extent of services rendered and the rate of compensation by endorsement of his signature thereon.

E. Reimbursable expenses shall be in addition to the fees for basic and additional services, shall include only actual expenditures made by Architect, its employees or consultants in the interest of the project, and are presently estimated to be an amount not to exceed \$XXXXX.00. Payment shall be made upon approval by the Director of an itemized billing, the form and contents of which shall be determined by the Director. The following expenditures may be allowed as reimbursable:

1. Deliveries, postage,
2. Blueprinting and Reproductions,
3. Surveys and Tests, and
4. Special Graphics.

The City shall reimburse Architect for the costs of any work or services performed by soils and other engineers, surveyors or testing laboratories arranged for as described in this Agreement, plus expenses, after presentation to the Director of receipted bills from such engineers, surveyors or laboratories.

F. If the costs of testing, surveys, and other reimbursables exceed the amount available, additional amounts may be authorized for certification by the resolution of the Board of Control approving the subcontractors for such work.

G. It is understood and agreed that the total fee provided in this Agreement shall not be altered by reason of the construction work for the improvement being let in more than one contract.

### SECTION III. PAYMENT FOR ADDITIONAL SERVICES

A. If Architect is directed in writing by the Director to make substantial changes or modifications in any drawings or detail specifications, or both, already completed by Architect and approved by the City, resulting in an increase in the scope of services hereunder, the City shall pay Architect for such additional or special services and expenses at the hourly rates of \$XXX.00 for Principal Architect/Engineer, \$XX.00 for Project Architect/Engineer, \$XX.00 for CAD Technician/Draftsperson and \$XX.00 for Administrative Support, provided, however, that no additional services may be performed without the prior approval of the Board of Control, and as necessary, additional certification for the costs of such services and issuance by the Director of a requisition and order for such services.

B. If resident architectural services are required by the City pursuant to paragraph J.4. of Section I above, City shall pay Architect for these services at the hourly rates set forth in paragraph A of this Section III.

C. If requested by the Director, Architect shall prepare and submit an estimate of the cost of any additional services and the time necessary for their performance before authority will be given to perform such services.

D. Invoices for such additional services shall be in the same detail and form as provided for regular services and shall be submitted monthly during the time the additional services are rendered. Architect shall certify each invoice as to its correctness.

### SECTION IV. NONTRANSFERABILITY

A. Except for the services of \_\_\_\_\_, previously approved by Board of Control Resolution, no professional services shall be sublet or rendered under this Agreement except to and by such registered professional architects or engineers as may be first nominated by Architect, approved by the Director and authorized by the Board of Control of the City.

B. Architect may not assign, sublet or transfer any part or all of its interest in and to this Agreement without the prior written approval of the Board of Control, and if any such approval be given, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom the Agreement is assigned, sublet or transferred, as fully and completely as Architect is bound under this Agreement.

### SECTION V. RIGHT TO INSPECT

Any authorized representative of the City shall, at all reasonable times, have the

right to inspect and examine the drawings, detail specifications and other contract documents at Architect's office during the period of their preparation.

## SECTION VI. SPECIAL PROVISIONS

A. The final determination of questions arising with respect to the meaning and intent of the plans, drawings, detail specifications, and other construction contract documents shall rest with the Director and the Director of Law.

B. If the progress of the construction of the project is delayed or suspended in whole or in part, the extent of the services required under this Agreement shall be altered in such manner as may, in the opinion of the Director, be reasonable. Director together with the Architect, shall review and determine together if additional compensation is merited.

C. The term "Director", as used in this Agreement, unless otherwise qualified, shall mean the Director of Capital Projects, such duly authorized representatives as may be designated from time to time and, for architectural and other professional services or matters, the City Manager of Architecture and Site Development *or*, Chief Architect. The term "Architect", as used in this Agreement shall include such representatives as the Architect may duly authorize or designate in writing in advance to the City from time to time.

D. Architect shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, detail specifications and other services furnished by Architect under this Agreement. Architect shall be and remain liable to the City in accordance with applicable law for damages to the City to the extent caused by Architect's negligent act or performance or omission of any of the services to be furnished under this Agreement.

If Architect is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

### E. Indemnification

#### 1) Professional Liability

With regard to professional liability claims, the Architect agrees to indemnify and hold the City, its officers, officials, and employees (hereinafter "City") harmless from and against losses and damages to the extent arising from a negligent act, error or omission by the Architect or its employees or anyone for whom the Architect is legally liable.

#### 2) Non-Professional Liability (General Liability)

With regard to general liability claims, the Architect shall indemnify, defend and hold harmless the City from and against claims, damages, losses and expenses,

including but not limited to reasonable attorneys' fees, arising out of the acts or omissions of the Architect, and such claim, damage loss or expense is attributable to any injury including, but not limited to, sickness, disease or death, or injury to or destruction of property (other than the work itself) including loss of use resulting therefrom.

F. Paragraphs D and E above of this Section VI shall survive the completion of the work and services to be performed under this Agreement and the termination of this Agreement.

G. Architect shall, at its expense at all times during the performance of services under this Agreement, maintain policies of both comprehensive general and professional liability insurance insuring Architect against the indemnification obligations undertaken in paragraphs D and E of this Section VI. The comprehensive general liability insurance only shall name the City as an additional insured, shall have limits of not less than \$1,000,000.00 for any one incident, and shall be primary with respect to Architect's general liability, notwithstanding any other insurance covering City. The professional liability insurance shall have limits of not less than \$1,000,000.00 for any one incident.

1. The required insurance policy or policies provided shall provide as follows:

The Company agrees that ten days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice will be sent by mail to the Director of Law of the City of Cleveland.

If the insurance company(ies) cannot or will not provide such notice, then Architect shall notify the Director of the Office of Capital Projects, in writing, at least 30 days before it cancels or reduces the insurance coverage or limits, and within no more than 10 days after it is notified of any cancellation or reduction of the insurance by an insurance company.

2. Upon execution of this Agreement, Architect shall provide the Director of Law of the City with an exact copy of the required insurance policy or policies. Architect shall also provide a copy of endorsement naming the City as an additional insured under Architect's comprehensive general liability coverage. The endorsement shall be submitted no later than 30 days after the execution date of this Agreement.

3. If an exact copy of the insurance policy or policies required above cannot be provided, Architect shall submit to the City a certificate(s) of insurance with respect to such policy or policies. Such certificate(s) shall contain the notification provision set forth in subparagraph VI.G.1. above. If the additional insured endorsement required above is not available at the Agreement execution date, Architect shall submit to the City a notation of the endorsement together with either a Binder or an Advice of Insurance with respect to such endorsement.

4. The policy or policies, certificate(s), Binder or Advice required in paragraphs 2 and 3 above shall, as to form, coverage and carrier, be satisfactory to the Director of Law. If at any time, the coverage or carrier on any policy shall become unsatisfactory to the Director of Law, Architect shall, forthwith, provide a new policy meeting the requirements of the Director of Law.

H. It is understood that if the City provides data, reports or analysis of any field survey, soil investigation and boring, soil analysis, structural, mechanical, chemical and other laboratory tests of materials and inspections pursuant to its election in Section I., paragraph H. above so to do, that such surveys, investigations, borings, analyses, tests and inspections may be incomplete and are not hereby warranted to show actual subsurface, field or materials conditions. Architect agrees that it will make no claim against the City if, in carrying out the work, the actual subsurface and other conditions encountered do not conform to those indicated by said data, reports, results or analyses.

#### SECTION VII. STAGE PERFORMANCE TIMES: PROCEED AUTHORITY

Upon execution of this Agreement, Architect shall proceed with the services required under Stage I and shall complete those services within 90 days from the date of commencement. The amount of the requisition and order to be issued by the City coincident with the execution of this Agreement shall be limited to the cost of the services to be performed under Stage I. Architect shall not perform services under Stages II or III until receipt of specific written authority to proceed from the Director. The cost of services under Stages II and III shall be separately certified upon the written order of the Director authorizing the same. The time allowed for completion of these stages shall be understood to exclude the time required for all approvals as described in this section. Payments to be made by the City to include the cost of all services provided by sub-consultants prior to the notice of termination.

#### SECTION VIII. TERMINATION: SUSPENSION OR ABANDONMENT OF WORK

The City may terminate this Agreement at any time during the term upon 30 days' written notice to the Architect. Additionally, the City may, at any time during the term, suspend or abandon, in whole or in part, the work under this Agreement. In either case, the City shall pay Architect for services rendered up to that time on account of such work. Such payments shall be made to Architect by the City for partial services in proportion to the percentages of the total fee due and payable at the completion of the several stages of the work as set forth under Section II.

#### SECTION IX. STATE INDUSTRIAL COMPENSATION

Architect shall be required at all times during the term of this Agreement to subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required under these laws and to save said City harmless from any and all liability from or under these laws. It shall also furnish at the time of

delivery of the Agreement and, at such other times as may be requested, a copy of the official certificate or receipt showing the payments. As between the parties, Licensee waives any constitutional or statutory immunity derived from compliance with the Workers Compensation law of the State of Ohio for damages at common law or by statute for any injury, occupational disease, or bodily condition received or contracted by any of Licensee's employees in the course of or arising out of their employment in connection with or incidental to, either directly or indirectly, the use, occupancy or condition of the Premises, or exercise of Licensee's privileges or obligations under the License.

#### SECTION X. SOCIAL SECURITY ACT

Architect shall be and remain an independent contractor with respect to all services performed under this Agreement and agrees to and does accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or may later be imposed under any state or federal law that are measured by the wages, salaries or other remuneration paid to persons employed by the Architect on work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements that are now or may later be issued or promulgated under the respective laws by any duly authorized state or federal officials, and said Architect also agrees to indemnify and save harmless the City from any such contributions or taxes or liability.

#### SECTION XI. DEFAULT

A. Architect shall be in default of this Agreement if any of the following occur:

1. It makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition under the federal bankruptcy laws or any other law or statute of the United States or any state or local governmental body, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of the property;

2. It abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, earthquake, war, strike or other calamity beyond its control;

3. It fails to prepare adequate drawings, plans, detail specifications, other contract documents or data, or fails to provide proper administration of or refuses or fails to follow instructions of the Director, or otherwise fails to perform satisfactorily any of the terms, conditions and provisions of this Agreement and such failure continues for a period of five days after written notice of such failure is given it by the City.

B. Upon the occurrence of any one or more of the events set forth in Paragraph A of this Section or upon any other default or breach of this Agreement, the City may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

1. Without waiving any default, to pay any sum required to be paid by Architect to others than the City and which Architect has failed to pay under the terms and conditions of this Agreement and any amounts to paid by the City, with interest thereon at 8% per annum from the date of such payment and all expenses connected therewith, shall be repaid by Architect to the City on demand;
2. To enjoin any breach or threatened breach by Architect of any covenants, agreements, terms, provisions or conditions of this Agreement;
3. To sue for the performance of any obligation, promise or agreement devolving upon Architect for performance or for damages for the nonperformance thereof, all without terminating this Agreement; and/or
4. The Director, upon ten days written notice of his intention to do so, may terminate this Agreement and have the services then uncompleted performed by another Architect or otherwise, or said Director may terminate this Agreement upon completing any of the services that have been authorized by the Board of Control.

C. If the City fails to make payments to the Architect, without due cause, in accordance with this Agreement, such failure shall be considered substantial non-performance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the City before suspending services. In the event of a suspension of services, the Architect shall have no liability to the City for delay or damage caused the City because of such suspension of services. Before resuming services the Director, together with the Architect, shall review and determine together with the Architect whether the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining Services and the time schedules shall be equitably adjusted.

D. All rights and remedies granted to the City in this Agreement and other rights and remedies that the City may have at law and in equity are declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights to later terminate or to exercise any other remedy granted in this Agreement or to which it may be otherwise entitled.

## SECTION XII. NOTICES AND PAYMENTS

All notices that may be proper and necessary to be served and payments to be made under this Agreement shall be sent by regular mail, postage prepaid, to the following addresses or to such other address as either party may designate for such purposes.

Notices to the City shall be delivered or addressed to it at:

City of Cleveland  
Division of Architecture and Site Development  
601 Lakeside Avenue, Room 517A  
Cleveland, Ohio 44114  
Attention: Chief Architect/Manager

With a copy to:

City of Cleveland  
Mayor's Office of Capital Projects  
601 Lakeside Avenue, Room 113  
Cleveland, Ohio 44114

Notices and payments to Architect shall be delivered or addressed to it at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### SECTION XIII. EQUAL OPPORTUNITY

This Agreement is a "contract," and Architect is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976 ("C.O."). During the term of this Agreement, Architect shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunity Clause, Section 187.22(b) C.O., attached hereto as Exhibit "C" and made a part of this Agreement as if fully rewritten in this Agreement. A copy of such clause shall be made a part of every subcontract or agreement entered into for goods or services and shall be binding on all persons, firms and corporations with whom Architect may deal.

### SECTION XIV. CONSTRUCTION OF AGREEMENT

A. Generally. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause may require, the same as if such words have been fully and properly written in the number and gender. Architect agrees that no representation or warranties of any type shall be binding upon the City, unless expressly authorized in writing in this Agreement. In the



event of any conflict between the provisions of this Agreement and Architect's proposal, the provisions of this Agreement shall govern. The headings of sections and paragraphs, if any, to the extent used in this Agreement are used for reference only, and in no way define, limit or describe the scope or intent of any provisions of this Agreement. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed original, but such counterparts together shall constitute but one and the same instrument. This instrument constitutes the entire Agreement of the parties on the subject matter of this Agreement and shall not be deemed amended except by a writing signed by the parties.

The following attached documents are incorporated into this Agreement:

1. Exhibit "A" - Architect's Proposal,
2. Exhibit "B" - City's Request for Proposal,
3. Exhibit "C" - Equal Opportunity Clause,
4. Ordinance No. – XXX-XX
5. Board of Control Resolution No. XXX-XX
6. Non-Competitive Bid Contract Statement.

B. Severability. If any term or provision of this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, the invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement. This Agreement shall be interpreted and construed as if such term or provision, to the extent it has been held invalid, illegal or unenforceable, was never contained in this Agreement.

C. No Partnership Created. Nothing contained in this Agreement shall be deemed to constitute the City and Architect as partners in a partnership or joint venture for any purpose whatsoever.

D. Laws of Ohio. This Agreement shall be construed in accordance with the laws of the State of Ohio.

[The remainder of this page is intentionally left blank]

Now, therefore, the parties have caused this instrument to be executed as of the day and year first-above written.

SIGNED IN THE PRESENCE OF:

CITY OF CLEVELAND

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Matthew L. Spronz, Director  
Mayor's Office of Capital Projects

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
< Name of Architectural Firm >

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Tax Identification Number

The legal form and correctness  
of this agreement is approved.

BARBARA A. LANGHENRY  
Director of Law

By: \_\_\_\_\_

\_\_\_\_\_  
Assistant Director of Law

Date: \_\_\_\_\_

Exhibit F: Building Plans (Approximation)



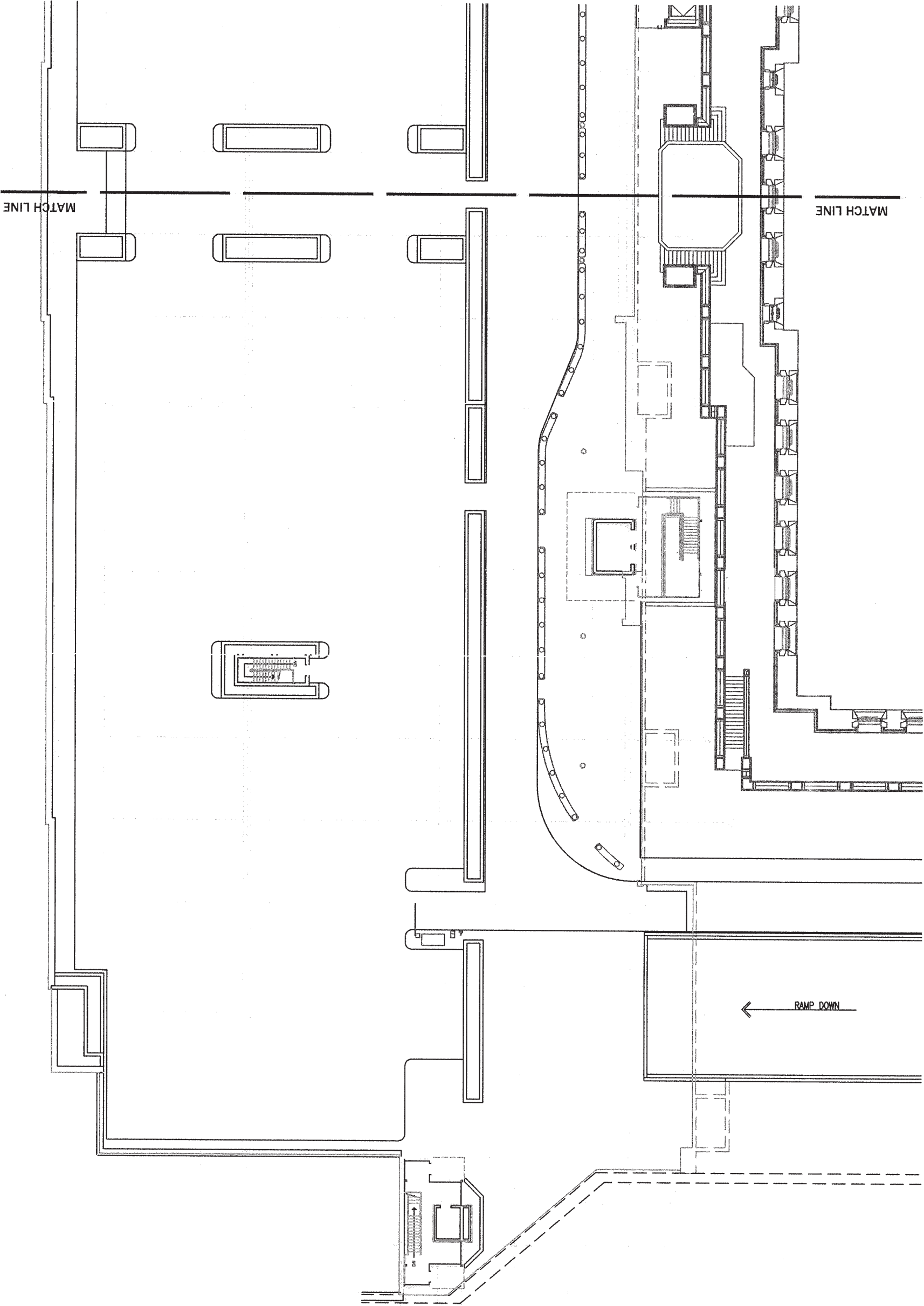
CITY OF CLEVELAND  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF PARKING  
EXISTING WILLARD PARK GARAGE  
601 LAKESIDE AVENUE  
CLEVELAND, OHIO 44114-1015

PROJECT NAME

City of Cleveland  
Mayor's Office of Capital Projects  
Division of Architecture  
and Site Development  
Cleveland City Hall, 601 Lakeside Avenue, Room 517A  
Cleveland, OH 44114-1015  
Phone : (216) 664-2374  
Fax: (216) 664-4220

PLAZA PARTIAL PLAN - WEST HALF

1/32" = 1'-0"





City of Cleveland  
Mayor's Office of Capital Projects  
Division of Architecture  
and Site Development  
Cleveland City Hall, 601 Lakeside Avenue, Room 517A  
Cleveland, OH 44114-1015  
Phone : (216) 664-2374 Fax: (216) 664-4220

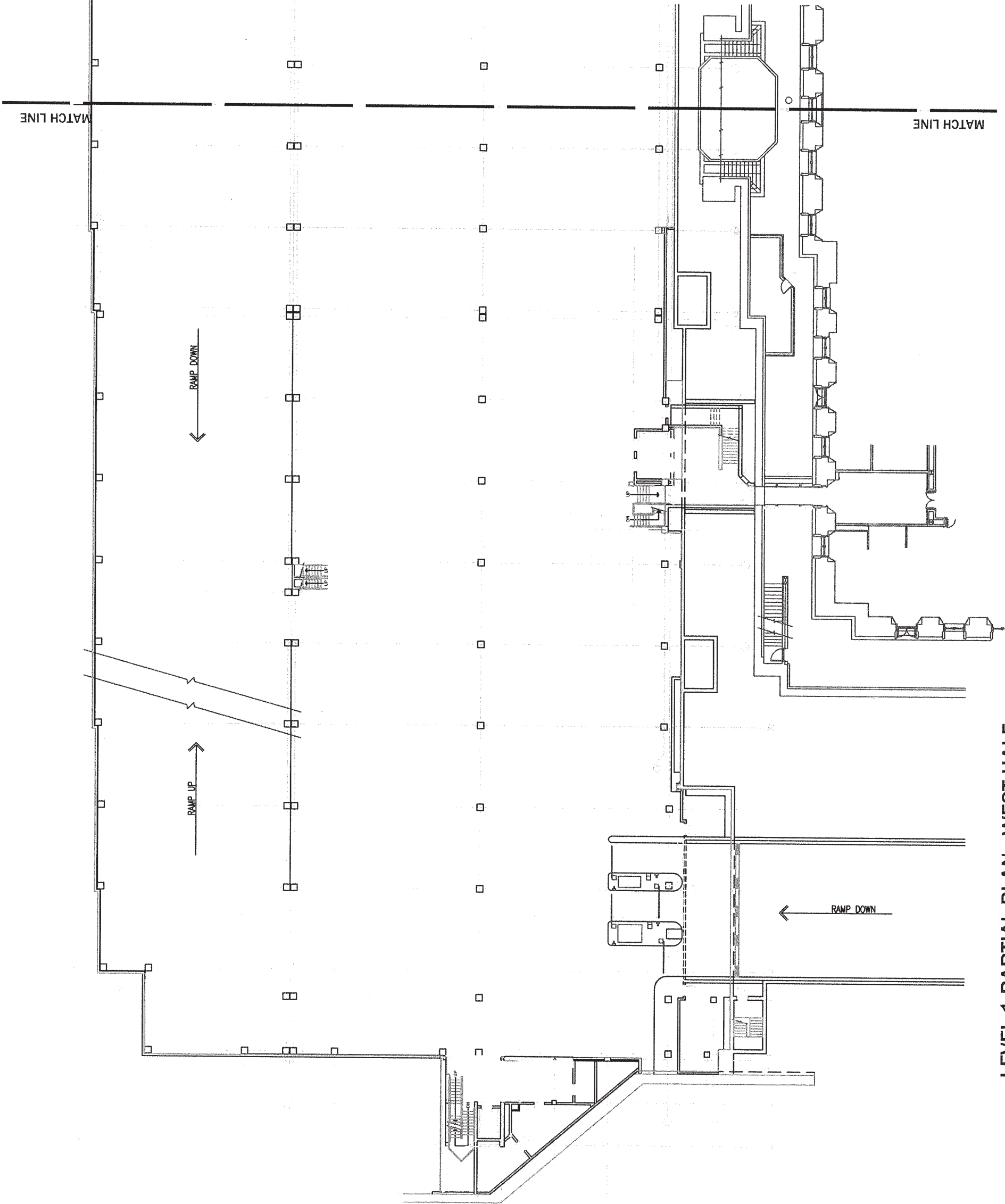
CITY OF CLEVELAND  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF PARKING  
EXISTING WILLARD PARK GARAGE  
601 LAKESIDE AVENUE  
CLEVELAND, OHIO 44114-1015

ISSUED / REVISED	
NO.	DATE
1	12/13/11

DESCRIPTION	
NO.	DATE
1	12/13/11

EXISTING PLANS	
NO.	DATE
1	12/13/11

TITLE	
LEVEL 1 PARKING	
EXISTING WEST HALF PLAN	
DESIGNED BY	SS
DATE	12/19/2011
REVIEWED BY	DATE
CHANGED BY	DATE
SCALE	1/32"=1'-0"
SHEET NO.	EX-2W



LEVEL 1 PARTIAL PLAN - WEST HALF

1/32" = 1'-0"



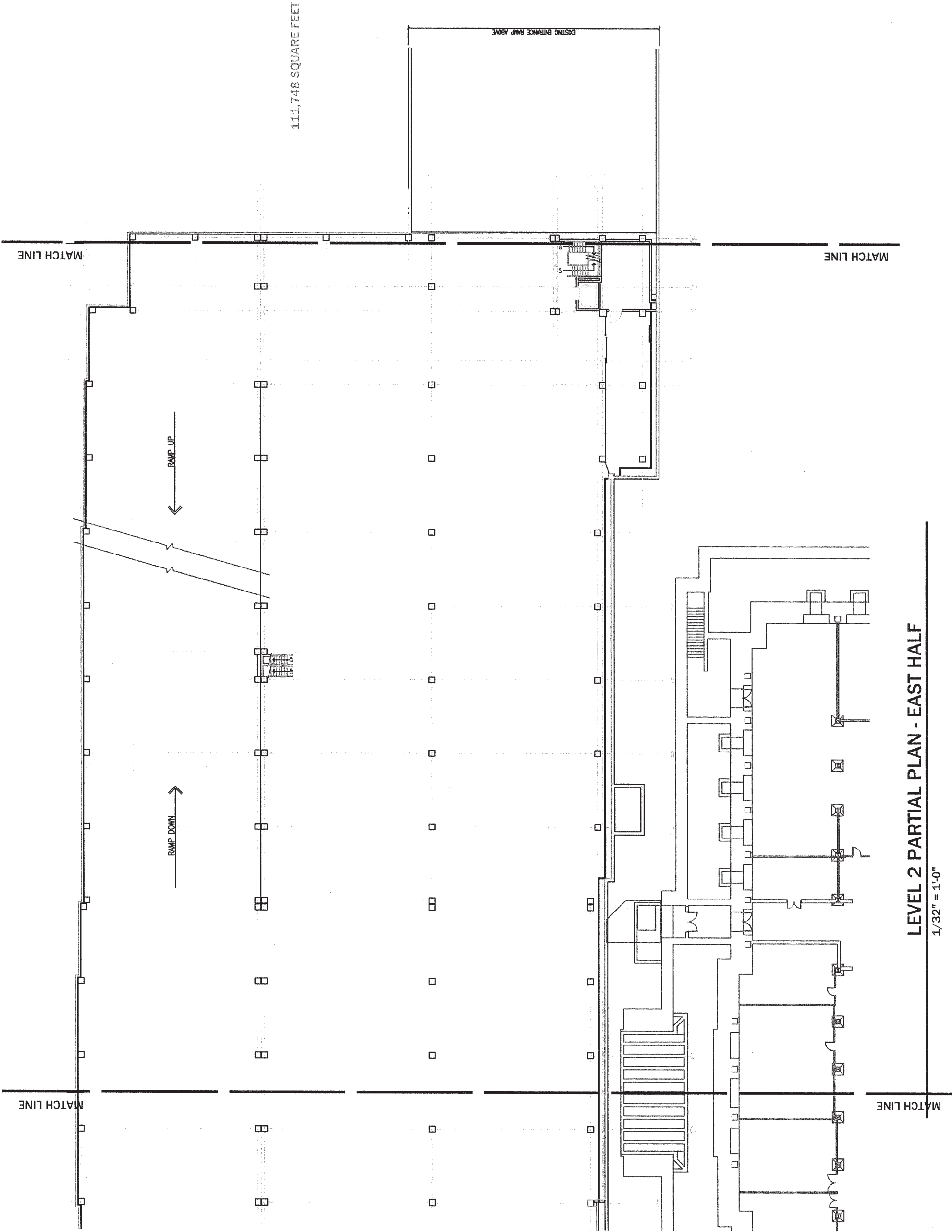
ISSUED / REVISED	
NO.	DESCRIPTION
1	12/19/11 EXISTING PLANS



CITY OF CLEVELAND  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF PARKING  
601 LAKESIDE AVENUE  
CLEVELAND, OHIO 44114-1015

PROJECT NAME

City of Cleveland  
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Cleveland, OH 44114-1015  
Phone : (216) 664-2374  
Fax: (216) 664-4220



LEVEL 2 PARTIAL PLAN - EAST HALF

1/32" = 1'-0"

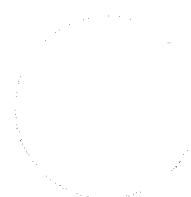


LEVEL 2 PARTIAL PLAN - WEST HALF

LEVEL2 PARKING

EXISTING WEST HALF PLAN

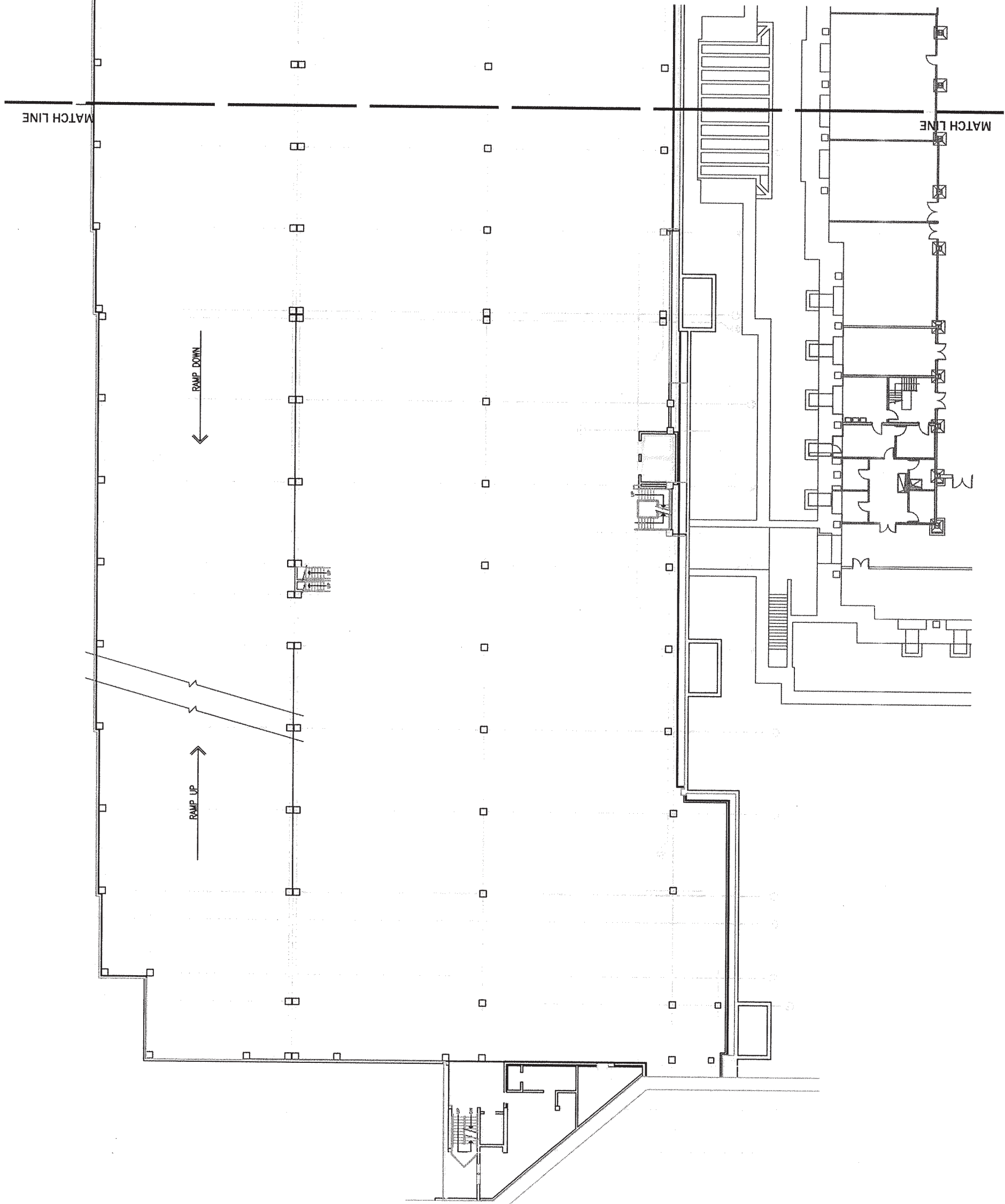
ISSUED / REVISED		LEVEL2 PARKING EXISTING WEST HALF PLAN		DESIGNED BY: SS	DATE: 12/19/2011
NO.	DATE	DESCRIPTION		DRAWN BY:	DATE
1	12/13/11	EXISTING PLANS		CHECKED BY:	DATE



CITY OF CLEVELAND  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF PARKING  
601 LAKESIDE AVENUE  
CLEVELAND, OHIO 44114-1015

PROJECT NAME:

City of Cleveland  
Mayor's Office of Capital Projects  
Division of Architecture  
and Site Development  
Cleveland City Hall, 601 Lakeside Avenue, Room 517A  
Cleveland, OH 44114-1015  
Phone: (216) 664-2374  
Fax: (216) 664-4220





ISSUED / REVISED	NO.	DATE	DESCRIPTION
	1	12/19/11	EXISTING PLANS

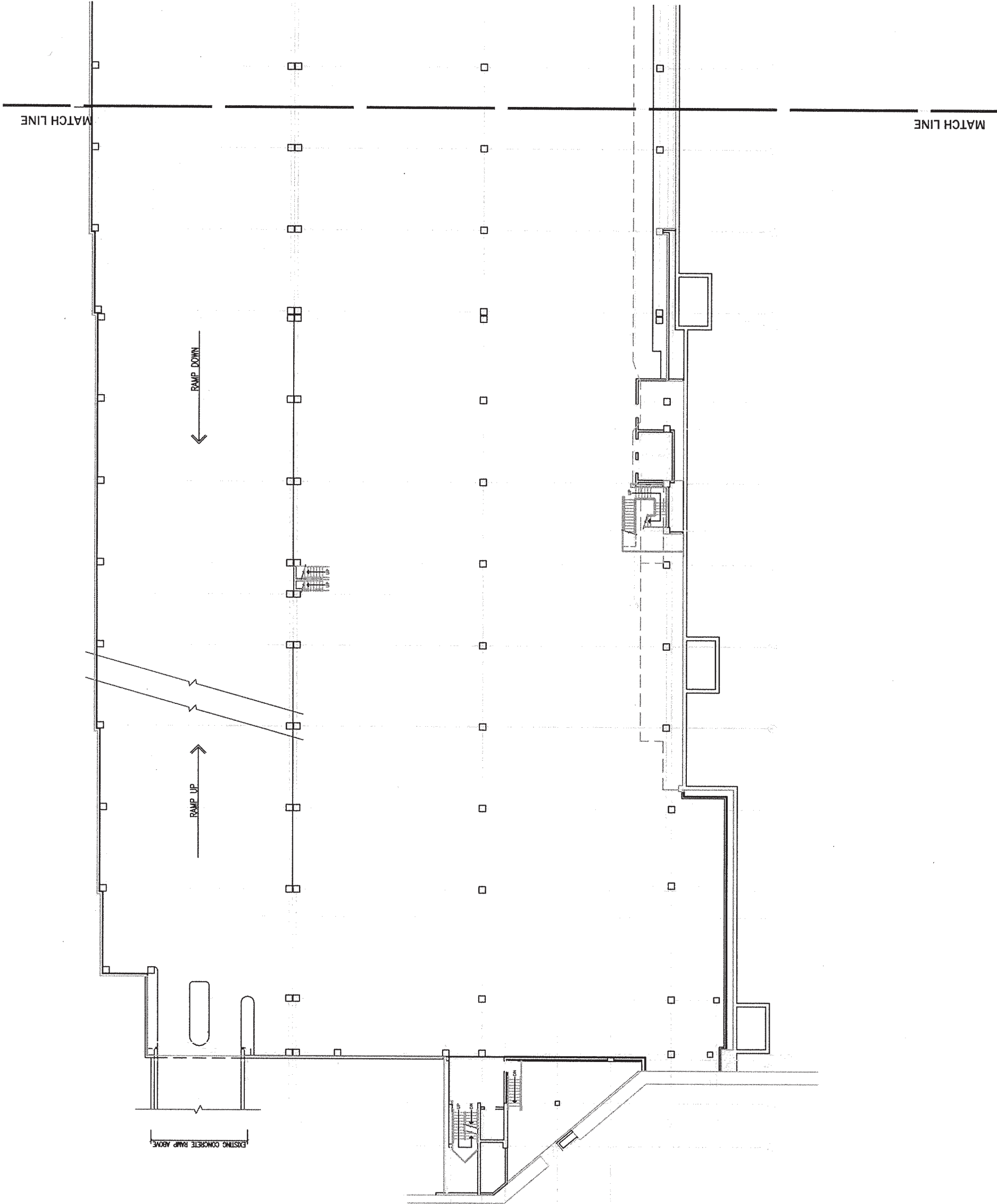
CITY OF CLEVELAND  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF PARKING  
601 LAKESIDE AVENUE  
CLEVELAND, OHIO 44114-1015

PROJECT NAME:

City of Cleveland  
Mayor's Office of Capital Projects  
Division of Architecture  
and Site Development  
Cleveland City Hall, 601 Lakeside Avenue, Room 517A  
Cleveland, OH 44114-1015  
Phone : (216) 664-2374 Fax: (216) 664-4220

LEVEL 3 PARTIAL PLAN - WEST HALF

1/32" = 1'-0"



City of Cleveland  
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CITY OF CLEVELAND  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF PARKING  
601 LAKESIDE AVENUE  
CLEVELAND, OHIO 44114-1015  
PROJECT NAME

ISSUED / REVISED

NO.	DATE	DESCRIPTION
1	12/19/11	EXISTING PLANS

TITLE

LEVEL 4 PARKING  
EXISTING EAST PARTIAL PLAN

PREPARED BY: SS

DATE: 12/19/2011

DESIGNED BY:

DATE:

CHECKED BY:

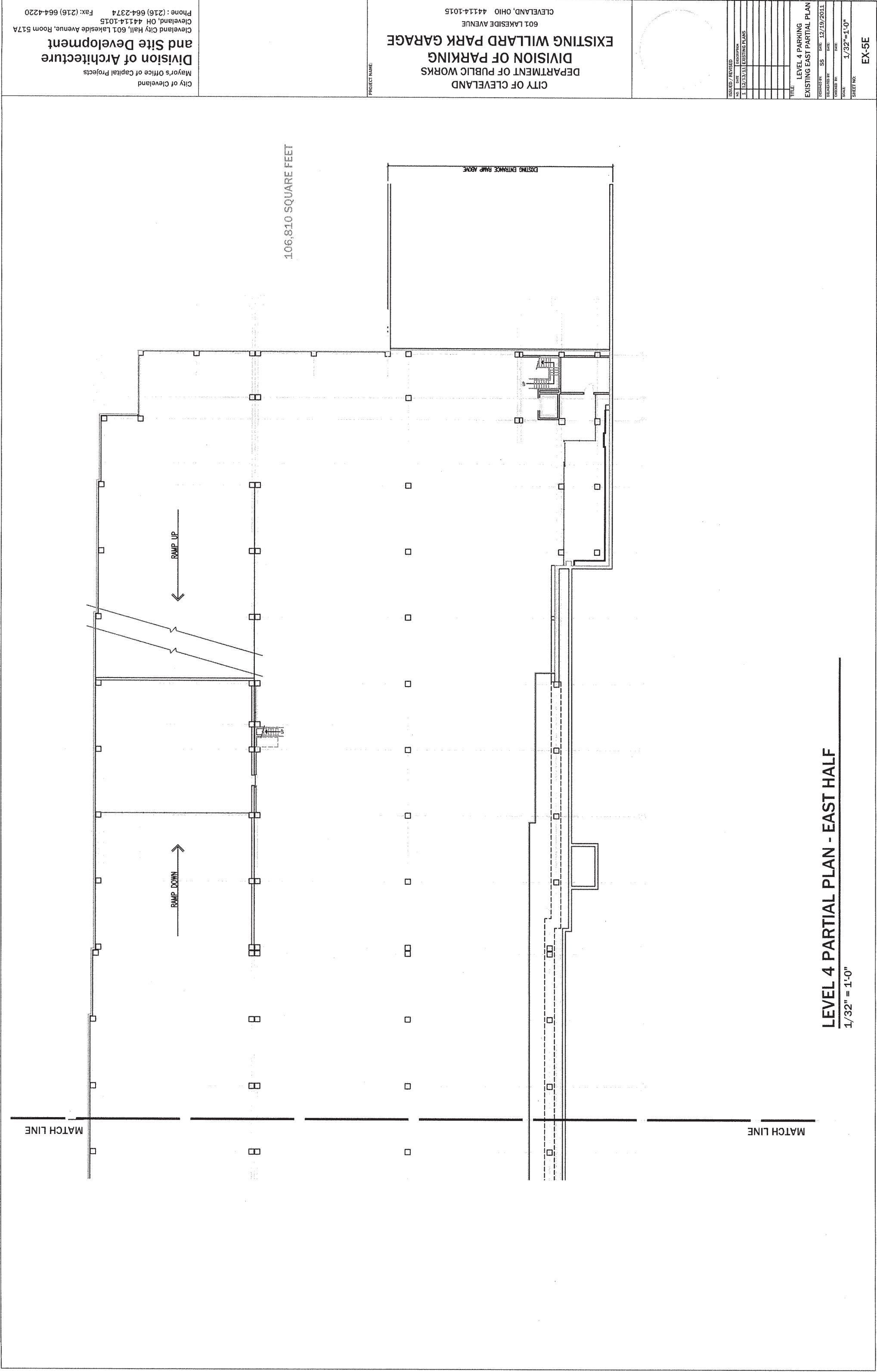
DATE:

SCALE

1/32"=1'-0"

SHEET NO:

EX-5E



LEVEL 4 PARTIAL PLAN - WEST HALF

1/32" = 1'-0"

EX-5W

SHEET NO:

SCALE 1/32"=1'-0"

CHECKED BY:

DESIGNED BY: SS DATE 12/19/2011

REVISIONS

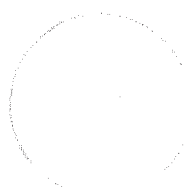
EXISTING WEST PARTIAL PLAN

LEVEL 4 PARKING

TITLE

NO.	DATE	DESCRIPTION
1	12/19/11	EXISTING PLANS

ISSUED / REVISED



CITY OF CLEVELAND  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF PARKING  
601 LAKESIDE AVENUE  
CLEVELAND, OHIO 44114-1015

PROJECT NAME

City of Cleveland  
Mayor's Office of Capital Projects  
Division of Architecture  
and Site Development  
Cleveland City Hall, 601 Lakeside Avenue, Room 517A  
Cleveland, OH 44114-1015  
Phone: (216) 664-2374 Fax: (216) 664-4220

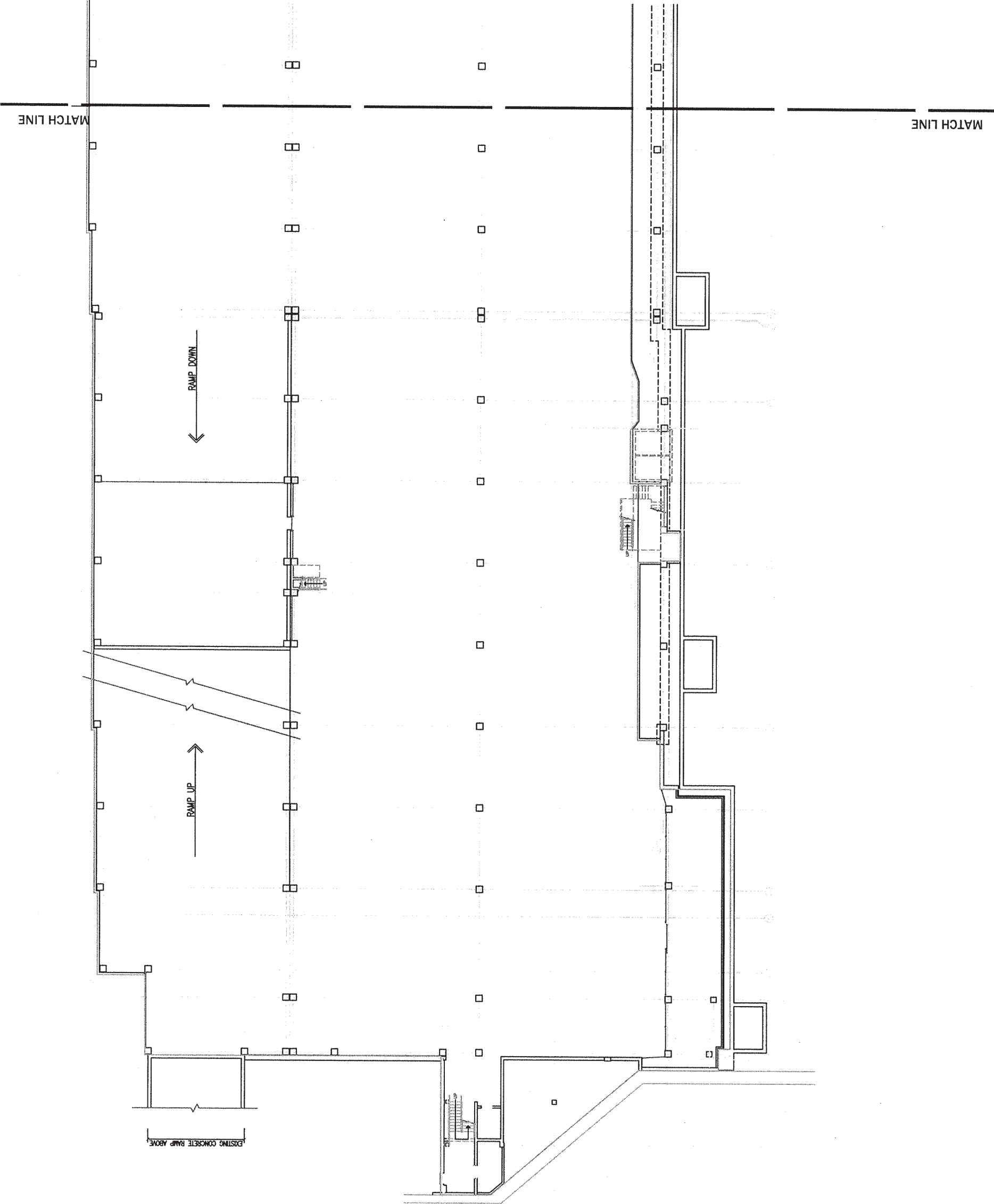


Exhibit G: Authorizing Legislation (Ord. No. 246-15)

install other related equipment and/or materials needed to protect the new facility; and

Whereas, the easement rights to be granted are no longer needed for the City's public use; and

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

**Section 1.** That, notwithstanding and as an exception to the provisions of Chapters 181 and 183 of the Codified Ordinances of Cleveland, Ohio, 1976, it is found and determined that an easement interest in the following described property is no longer needed for the City's public use:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being a part of Original Middleburg Township Lot No. 6 Section No. 12;

Starting at the intersection of the centerlines of Berea Freeway, a.k.a. State Route 237, width varies, and the centerline of Vacated Five Points Road; thence North 88° 14' 51" West along said centerline of Vacated Five Points Road, 227.71 feet to the Principal Place of Beginning of the easement herein Intended to be described;

Thence South 01° 45' 09" West, 48.66 feet;

Thence North 88° 14' 51" West, 20.00 feet;

Thence North 01° 45' 09" East, 48.66 feet to a point in said centerline of Vacated Five Points Road;

Thence South 88° 14' 51" East along said centerline of Vacated Five Points Road, 20.00 feet to the Principal Place of Beginning and containing 973.1711 square feet (0.0223 acres) of land as described on October 18, 2013 by R.M. Kole & Assoc. Corp., Professional Land Surveyors

**Section 2.** That by and at the direction of the Board of Control, the Commissioner of Purchases and Supplies is authorized to convey the above-described easement interest to Dominion, subject to any conditions stated, at a price not less than fair market value as determined by the Board of Control.

**Section 3.** That the easement shall be non-exclusive and the purpose of the easement shall be to replace an existing underground regulator facility station that supplies gas services to buildings on Five Points Road and Cargo Road with an above-ground regulator facility station, and to install other related equipment and/or materials needed to protect the new facility.

**Section 4.** That the duration of the easement shall be until the easement is abandoned by Dominion by the removal of equipment or cessation of use; that the easement may include right-of-entry-rights to the City; that the easement shall be assignable, upon approval of the Board of Control; that the easement shall require that Dominion indemnify the City, provide reasonable insurance, maintain any Dominion improvements located within the easement, and pay any applicable taxes and assessments.

**Section 5.** That the conveyance referred to above shall be made by official deed of easement prepared by the Director of Law and executed by the Director of Port Control on behalf of the City of Cleveland. The deed of easement shall contain such addition-

al terms and conditions as are required to protect the interests of the City. The Directors of Port Control and Law are authorized to execute such other documents, including but not limited to, contracts for right of entry, that are necessary to effectuate this ordinance.

**Section 6.** That the City acknowledges, states and affirms, under Article IX of the Trust Indenture, dated November 1, 1976, as amended, that the City desires and requests that certain portion of its land heretofore subject to the Indenture be released and removed from all obligations under the Indenture. Further, the City acknowledges, states and affirms that it is not in default under the Indenture and that release of the land is necessary in order to serve the public purpose.

**Section 7.** The Director of Port Control is authorized to apply to The Bank of New York Mellon Trust Company, National Association, as successor trustee, for a land release under the Indenture.

**Section 8.** That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed April 13, 2015.

Effective April 14, 2015.

#### Ord. No. 246-15.

By Council Members K. Johnson and Kelley (by departmental request).

**An emergency ordinance determining the method of making the public improvement of constructing and relocating the City Kennel, rehabilitating, renovating, or otherwise improving various public facilities, including site improvements and appurtenances; authorizing the Director of Public Works, Public Safety, Public Health, or Capital Projects, as appropriate, to enter into one or more contracts for the making of the improvements; authorizing the employment of professional consultants for design and other services needed to implement the improvement; and to enter into various written standard purchase and requirement contracts needed in connection with the improvement.**

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

**Section 1.** That under Section 167 of the Charter of the City of Cleveland, it is determined to make the public improvement of constructing and relocating the City Kennel to 9305 Detroit Avenue, and rehabilitating, renovating, or otherwise improving the McCafferty Health Center, Law Department, and Willard Garage, including site improvements and appurtenances, for the Departments of Public Works, Public Safety, Public Health, or Capital Projects, by one or more contracts duly let to the lowest responsible bidder or bidders after competitive bidding for a gross price for the improvement.

**Section 2.** That, provided the City sells the bonds authorized by Ordinance No. 1628-14, passed January 12, 2015, the Director of Public Works, Public Safety, Public Health, or Capital Projects, as appropriate, is authorized to enter into one or more contracts for the making of the public improvement with the lowest responsible bidder after competitive bidding for a gross price for the improvement, provided, however, that each separate trade and each distinct component part of the improvement may be treated as a separate improvement, and each, or any combination, of the trades or components may be the subject of a separate contract for a gross price. On request of the director the contractor shall furnish a correct schedule of unit prices, including profit and overhead, for all items constituting units of the improvement.

**Section 3.** That under Section 167 of the Charter of the City of Cleveland, it is determined to make the public improvement of improving the West Side Market Main Parking Lot and the former Hicks School Parking Lot, including installing green infrastructure, site improvements, and appurtenances, for the Director of Public Works or Capital Projects, as appropriate, by one or more contracts duly let to the lowest responsible bidder or bidders after competitive bidding on a unit basis for the improvement.

**Section 4.** That, provided the City sells the bonds authorized by Ordinance No. 1628-14, passed January 12, 2015, the Director of Public Works, Public Safety, Public Health, or Capital Projects, as appropriate, is authorized to enter into one or more contracts for the making of the public improvement with the lowest responsible bidder after competitive bidding on a unit basis for the improvement, provided, however, that each separate trade and each distinct component part of the improvement may be treated as a separate improvement, and each, or any combination, of the trades or components may be the subject of a separate contract on a unit basis.

**Section 5.** That, provided the City sells the bonds authorized by Ordinance No. 1628-14, passed January 12, 2015, the Director of Public Works, Public Safety, Public Health, or Capital Projects, as appropriate, is authorized to make one or more written contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for each or all of the items comprising the necessary supplies and materials necessary to implement this ordinance, including the rental of necessary equipment to be purchased by the Commissioner of Purchases and Supplies on a unit basis for the Director of Public Works, Public Safety, Public Health, or Capital Projects, as appropriate.

**Section 6.** That, provided the City sells the bonds authorized by Ordinance No. 1628-14, passed January 12, 2015, the Director of Public Works, Public Safety, Public Health, or Capital Projects, as appropriate, is authorized to employ by contract one or more architects, landscape architects, engineers, or other professional services, or one or more firms of architects, landscape architects, engineers, or other professional services necessary to implement this ordinance. The selection of the consultants for the services shall be made by the Board of Control on the nomination of the



Director of Public Works, Public Safety, Public Health, or Capital Projects, as appropriate, from a list of qualified consultants available for the employment as may be determined after a full and complete canvass by the Director of Public Works, Public Safety, Public Health, or Capital Projects, as appropriate, for the purpose of compiling the list. The compensation to be paid for the services shall be fixed by the Board of Control. The contract or contracts authorized shall be prepared by the Director of Law, approved by the Director of Public Works, Public Safety, Public Health, or Capital Projects, as appropriate, and certified by the Director of Finance.

**Section 7.** That the Director of Public Works, Public Safety, Public Health, or Capital Projects, as appropriate, is authorized to apply and pay for permits, licenses, or other authorizations required by any regulatory agency or public authority to permit performance of the work authorized by this ordinance.

**Section 8.** That under Section 108(b) of the Charter, the purchases authorized by this ordinance may be made through cooperative agreements with other governmental agencies. The Director of Public Works, Public Safety, Public Health, or Capital Projects, as appropriate, may sign all documents that are necessary to make the purchases, and may enter into one or more contracts with the vendors selected through that cooperative process.

**Section 9.** That the cost of any expenditure authorized by this ordinance shall be paid from the fund or funds which are credited the proceeds of the sale of 2015 bonds authorized by Ordinance No. 1628-14, passed January 1, 2015, and sold for this purpose.

**Section 10.** That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed April 13, 2015.

Effective April 14, 2015.

**Ord. No. 247-15.**

**By Council Members K. Johnson and Kelley (by departmental request).**

An emergency ordinance determining the method of making the public improvement of constructing, rehabilitating, renovating, or otherwise improving various recreation facilities and Loew Park, including site improvements and appurtenances; authorizing the Director of Public Works or Capital Projects, as appropriate, to enter into one or more contracts for the making of the improvements; authorizing the employment of professional consultants for design and other services; and to enter into various written standard purchase and requirement contracts needed in connection with the improvement.

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

**Section 1.** That under Section 167 of the Charter of the City of Cleveland, it is determined to make the public improvement of constructing the new Ward 1 Recreation Center, and rehabilitating, renovating, or otherwise improving the Ken Johnson Recreation Center, Central Recreation Center, Morgana Athletic Complex, and the Glenville Recreation Center, including site improvements and appurtenances, for the Departments of Public Works or Capital Projects, by one or more contracts duly let to the lowest responsible bidder or bidders after competitive bidding for a gross price for the improvement.

**Section 2.** That, provided the City sells the bonds authorized by Ordinance No. 1629-14, passed January 12, 2015, the Director of Public Works or Capital Projects, as appropriate, is authorized to enter into one or more contracts for the making of the public improvement with the lowest responsible bidder after competitive bidding for a gross price for the improvement, provided, however, that each separate trade and each distinct component part of the improvement may be treated as a separate improvement, and each, or any combination, of the trades or components may be the subject of a separate contract for a gross price. On request of the director the contractor shall furnish a correct schedule of unit prices, including profit and overhead, for all items constituting units of the improvement.

**Section 3.** That under Section 167 of the Charter of the City of Cleveland, it is determined to make the public improvement of renovating the ball diamonds and drainage system, or otherwise improving Loew Park, including site improvements and appurtenances, for the Director of Public Works or Capital Projects, as appropriate, by one or more contracts duly let to the lowest responsible bidder or bidders after competitive bidding on a unit basis for the improvement.

**Section 4.** That, provided the City sells the bonds authorized by Ordinance No. 1629-14, passed January 12, 2015, the Director of Public Works or Capital Projects, as appropriate, is authorized to enter into one or more contracts for the making of the public improvement with the lowest responsible bidder after competitive bidding on a unit basis for the improvement, provided, however, that each separate trade and each distinct component part of the improvement may be treated as a separate improvement, and each, or any combination, of the trades or components may be the subject of a separate contract on a unit basis.

**Section 5.** That, provided the City sells the bonds authorized by Ordinance No. 1629-14, passed January 12, 2015, the Director of Public Works or Capital Projects, as appropriate, is authorized to make one or more written contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for each or all of the items comprising the necessary supplies and materials necessary to implement this ordinance, including the rental of necessary equipment to be purchased by the Commissioner of Purchases and Supplies on a unit basis for the Director of Public Works or Capital Projects, as appropriate.

**Section 6.** That, provided the City sells the bonds authorized by Ordinance No. 1629-14, passed January 12,

2015, the Director of Public Works or Capital Projects, as appropriate, is authorized to employ by contract one or more architects, landscape architects, engineers, or other professional services, or one or more firms of architects, landscape architects, engineers, or other professional services necessary to implement this ordinance. The selection of the consultants for the services shall be made by the Board of Control on the nomination of the Director of Public Works or Capital Projects, as appropriate, from a list of qualified consultants available for the employment as may be determined after a full and complete canvass by the Director of Public Works or Capital Projects, as appropriate, for the purpose of compiling the list. The compensation to be paid for the services shall be fixed by the Board of Control. The contract or contracts authorized shall be prepared by the Director of Law, approved by the Director of Public Works or Capital Projects, as appropriate, and certified by the Director of Finance.

**Section 7.** That the Director of Public Works or Capital Projects, as appropriate, is authorized to apply and pay for permits, licenses, or other authorizations required by any regulatory agency or public authority to permit performance of the work authorized by this ordinance.

**Section 8.** That under Section 108(b) of the Charter, the purchases authorized by this ordinance may be made through cooperative agreements with other governmental agencies. The Director of Public Works or Capital Projects, as appropriate, may sign all documents that are necessary to make the purchases, and may enter into one or more contracts with the vendors selected through that cooperative process.

**Section 9.** That the cost of any expenditure authorized by this ordinance shall be paid from the fund or funds which are credited the proceeds of the sale of 2015 bonds authorized by Ordinance No. 1629-14, passed January 1, 2015, and sold for this purpose.

**Section 10.** That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed April 13, 2015.

Effective April 14, 2015.

**Ord. No. 267-15.**

**By Council Members Keane and Kelley (by departmental request).**

An emergency ordinance authorizing the Director of Port Control to employ one or more real estate appraisers or one or more firms of real estate appraisers to provide professional services necessary to appraise real and/or personal property, rights of way and/or easements and other interests in real property, on an as-needed basis, for a period of one year with three one-year options to renew, the second of which requires additional legislative authority.

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,



## Exhibit H: Consultant Selection Questionnaire

# CITY OF CLEVELAND

Division of Architecture & Site Development  
Cleveland, Ohio

## **CONSULTANT SELECTION QUESTIONNAIRE**

DATE: \_\_\_\_\_

in response to RFP for \_\_\_\_\_

\_\_\_\_\_

This questionnaire is to be completed separately by the prime consultant and any major sub consultants who would be utilized. Sections that are not applicable should be marked as such.

### **GENERAL**

1. Name of Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

E-mail address: \_\_\_\_\_

2. Telephone number: \_\_\_\_\_

3. Address: \_\_\_\_\_

\_\_\_\_\_

4. Branch offices THAT MAY PARTICIPATE IN THIS PROJECT, address(es) and phone number(s)

\_\_\_\_\_

\_\_\_\_\_

5. Firm licensed to practice professionally in the State of Ohio? \_\_\_\_\_

6. Length of time in business: \_\_\_\_\_

7. Form of business entity (corporation, proprietorship, partnership, limited partnership, joint venture, other....explain)

\_\_\_\_\_

\_\_\_\_\_

8. State in which business is registered: \_\_\_\_\_

9. Firm taxpayer identification number(s) or social security number(s)

10. The City requires you to carry adequate amounts of both Comprehensive General Liability and Professional Liability/Errors and Omissions Insurance coverage appropriate to the project. The City further requires you to obtain and to furnish to the City an endorsement {usually entitled "Additional Insured (Owner or Lessee)"} to the Comprehensive General Liability insurance naming the City as an additional insured under the policy. Please list the amounts of coverage you will carry for this project:

A. Comprehensive General Liability \_\_\_\_\_

B. Professional Liability/Errors and Omissions \_\_\_\_\_

The amount of insurance coverage carried will be considered, in light of the nature and size of the project, in evaluating your proposal.

11. Number of Employees:

	<b>CURRENTLY EMPLOYED</b>	<b>MINIMUM IN LAST 5 YEARS</b>	<b>MAXIMUM IN LAST 5 YEARS</b>
Architects (Registered)			
Architects			
Architectural Engineers			
Structural Engineers			
Electrical Engineers			
Civil Engineers			
Mechanical Engineers			
Draftsmen			
Designers			
Interior Designers			
Other			
<b>TOTAL</b>			

12. What specific professional services will be performed by the firm's regularly employed staff/consultants to the firm? Name firm and describe working relationship with proposed outside consultants:

	<u>IN HOUSE</u>	<u>SUB CONSULTANT</u>
Architectural Design	_____	_____
Mechanical Engineering	_____	_____
Electrical Engineering	_____	_____
Civil Engineering	_____	_____
Landscape Design	_____	_____
Structural Engineering	_____	_____
Interior Design	_____	_____

13. Name of principal proposed to be responsible for this project (attach resume).

---

14. Name of project architect/engineer proposed to be assigned to this project (attach resume)

---

15. Names and position of other key staff proposed to be assigned to this project (attach resume)

---

16. Are your present commitments such that this project can be started without delay?

---

**EXPERIENCE** (Separate sheets should be submitted for each item. Identify each sheet with item number and item title being addressed).

17. Experience (List client's name, project description, construction, construction cost, and services provided).

18. Please list names and descriptions of your projects which you feel best represent the planning/architecture/engineering capabilities of your firm which would qualify you to do this project.

## **COST CONTROL AND PROJECT EXECUTION**

19. Do you perform in-house cost estimating? Identify the team member or sub-consultant that will be responsible for developing the estimates of probable cost for this project and his/her past experience.

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20. Describe the cost control and estimating system you would use in the development of this project.

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20. Provide a list of five (5) projects completed in the last two (2) years with contact information that would demonstrate your cost estimating abilities.

1

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2

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3

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4

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5

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## **OTHER**

21. What special advantages does your firm offer the client (expertise, size or other features)?

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22. List five (5) client references for whom you have worked in the past five (5) years with current telephone numbers:

1

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2

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3

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4

5

23. List any projects completed for the City of Cleveland or for other Ohio government agencies in the last five (5) years:

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24. Has there been any civil litigation brought against your firm and/or any felony criminal proceedings against any principal of the firm in the last five (5) years? \_\_\_\_\_

If yes, attach a separate sheet to explain.

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The aforementioned responses are true and accurate.

\_\_\_\_\_  
Signature of authorized party

\_\_\_\_\_  
Print Name and Title